A 78

File No: 238
1935.

Collection No.

MYSORE RESIDENCY.
BANGALORE.

Pros. Serial Nos. 1—33

Subject.

Auction Sale of Excise Shops in Civil & Mil. Bangalore. — Arrack, Toddy, Beer, & Foreign liquors. Increase of rate of duty on Indian made Beer. Late payment of Kist of arrack shops by Mr. V. Chinnaswamy Mudr.

Previous References.

569/34

3/32 (2) (petition of Bhat & Guruswamy).

Later References.

756/35 (Ganja & Opium)

"A"
28/10/45

Indexed

S. 97.—(Blue).

MFP—1367 S&P—(M-1907)—8-3-35—60,0.0.

NOTES AND PRECIS.

D.No. 9862 S.N. 1 cor.p.1.

(P)

Please see S.N. 26 and 29 and notes from paras 51 to 56 ante.

If a sum of Rs. 9000/- being the accumulated interest on Govt. Promissory Notes deposited by the licensee is adjusted, the licensee will be in arrears to the extent of Rs. 1,48,000/- At the rate of Rs. 2000/- a month he would pay Rs. 16,000/- by the 30th June 1936, and the arrears would then be Rs. 1,32,000/- instead of Rs. 98,000/- permitted in S.N. 29. He has time till the 30th June 1937 to pay off the arrears.

-8- ante para 54 of notes in (P).

The recommendation of the Collector, C & M Station, Bangalore, that the contractor be permitted to pay Rs. 2000/- every month towards arrears may if approved be accepted.

Draft submitted.

28.10.35
31.

Secy.

T.N.T.
4-11-35

S.11.35

T.N. (2) Issue

Accepted
30.12.35

4. Spoke to Collector this afternoon about the points which he wanted to discuss in connection with the forthcoming Excise sales.

5th Mr. Meadows particularly asked me not to put anything in writing; but the questions are very simple, and there are in fact only three specific points on which Collector wishes to take Resident's instructions. They are quite straightforward: Collector will be able to explain them in a few minutes conversation; and in actual fact the taking of Resident's instructions must be to a great extent a formality, for the Collector is in the best position to judge what the right course of action is.

5 The questions are not of any very pressing urgency; and any day

in the latter half of next week (7th, 8th or 9th Feb) would be quite early enough for Collector.

Ebre

1.2.35

To/Sd:

Your No: 238/35-
R.O.II.
Dt 5./2./35.

Collector, Cork Station.

1 If convenient to you I can see you at 10.15 a.m. on Friday the 8th inst.

J Dawson
5/2/35.

8 I shall come at above time

Thomas Linehan
6/2/35.

9 Mr. Hackett saw me on the 8th. He will probably see me again on about the 5th March. When final decisions are likely to be made.

[illegible] 9/2/35

Ebre
9/2/35

(9) ~~Enc~~ SN.#8

Demi-official letter No.C.17/35 dated the 25th February 1935 from the Collector, C & M Station, Bangalore.

10

Paragraph 3.

We may agree to reduction of duty from 12 to 10 annas. We may also accept Collector's view that there should be no change in minimum selling price.

Yes. U Cr/3

2.11

Paragraphs 5 and 6

We may agree to renewal of Mr. Cowasjee's lease for a further period of three years on the existing terms.

I'm rather inclined make the period 2 yrs. U Cr/3

12

Paragraphs 7 and 8

I think we should certainly regard with favour the proposal to renew Mr. Chinaswami Mudaliar's lease on more favourable terms; and we may authorise Collector to ask him what he is prepared to tender for the shops.

Yes. U Cr/3

13.

Paragraphs 9 and 10.

We may agree that if no reduction is made in the City, no reduction should be made in the Civil and Military Station.

Yes. U Cr/3

Ulne
28.2.35

Rejected

14

Since the above note was written, the enclosed letter from Mr. Prowse of Universal Breweries Ltd has been received this morning. Prowse suggests that for the

Doc II S.N.9

present Rent should only pass orders on paras. 10, 12 and 13 above. The papers may then be passed to Collector in original to take action on such order as have been passed, and for his comments on Mr. Prosser's letter. If Rent is going to give Mr. Prosser an interview, it seems necessary that Collector should also be present... (Mr. Prosser does not appear to be right in thinking that the present policy in respect of Toddy has been unsatisfactory from point of view of revenue).

YES. J G/3

YES. J G/3

28.2.35

Rent 16

Please see marginal remarks

J G/3

16.

Will Collector please see from para 1 above and take action accordingly?

2.3.35

L. J. Henderson Esq. I.C.S.
Collector C. R. St.

17.

Para 10 action has been taken. The Beer and Foreign Liquor shop auctions were successfully held yesterday. The results have been separately reported for Residents' sanction.

18.

3-No. 10

Para 11 The Prosecutor's further letter dated 4th March is placed in the file. I should like to discuss the question of the tally contract with Resident & Secretary before final orders are passed. A letter from the K.A. Gumma (first received) on the subject of the tally contract is placed in the file.

S.No. 11

19

S.No. 12

Para 12 A letter dated 9/3/35 from the Ahmmasawmy Pandaram is placed in the file, containing his offer if the arrack lease is renewed in his name.

20

Para 13 is noted.

21

I wish to discuss the question above as early as possible because if auctions have to be held they should be notified within a week.

Duncan Lee
5/3/35

Secy. to G.O.

22. Adjourned to 11th Collector.
this afternoon. There are only two
points now for final settlement:—

23. (1) Toddy.

Collector thinks it very important to keep
up healthy competition in the station. Mr.
Gurusamy has now got the contracting
interest in the Cess shops; so Mr. Prosser
is satisfied. But if Mr. Gurusamy also
gets the Toddy Cess, Mr. Gonsaji will
go out; and there will be no competition.
The result will be that in future years
Mr. Gurusamy (who is not reliable)
will have no competitor and can do as
he likes. Collector recommends that
Mr. Gonsaji's lease be renewed for a
further period of one year at the figure
of Rs. 2.00,000/-. Mr. Gurusamy offers
Rs. 2.10,000/-; but if he gets the
contract, the income from this top (cost
present about ½ Lakhs) will fall by
more than Rs. 10,000/-. So Mr. Gonsaji's

offer is better for Govt from the point of view of revenue also.

24 (2) Arrack

Collector recommends that Mr. Chinnasamy Mudaliar's lease be renewed for a further period of one year at the figure of Rs. 2,00,000/-. However well he may do, he can not expect to make more than Rs. 40,000/- profit at this figure — and he may easily make very much less. Against this, it is known to have been losing about Rs. 80,000/- a year for the last three years on his lease. And if the lease were put up to auction it is very unlikely that it would fetch much over Rs. 2,00,000/-.

26. I think the Collector's proposals may be ~~accepted~~ approved. The decision will probably give rise to a certain amount of adverse criticism in the local press — inspired by Mr. Gurusamy — but the decision is

V

could be made would please everyone
and taking all factors into consideration
Collector's proposals seem to be the best
possible in the circumstances.

26. If Resdt would like to discuss question further with Mr. Mackenzie, he will attend at any time convenient to Resdt

Thorne
7.3.35

Resdt 27 I should like to discuss with Collector. If convenient to him, I'd discuss either tomorrow evening at 7 p.m. or on 9th at 10.15 a.m.

7 p.m. 8/3.

8/3/35.

28. Collector will come to Residency at 7 p.m. today.

Thorne
8.3.35

Resdt

29. I discussed the question of the arrack and toddy leases with Resident on 8/3/34, and, in accordance with his instructions, asked both the lessees and the Ummaccawmy Mudaliar whether they would be willing to make the same offer (Rs 2 lakhs in each case) for one year for the toddy and arrack leases respectively. They were both reluctant to make the offer for one year only, but were willing to make it for two years. I attach informal letters from each of them, making their proposals.

S.No: 13 H 14

I recommend therefore that the toddy and arrack contracts be renewed in their respective names for two years in each case at the rates each.

30 The intention should I think be kept strictly confidential until the decision is announced which should, I would recommend, be as early as possible.

Hugh Clifford
12/3/35

Major Edwards M.O

S.N.15
C.P.48

31

Please see the letter received on 12.3.35 from Mr. Narsimhaji Bhat. Would you like to offer any comments on it before the file goes to Resident?

13.3.35.

L. J. Macdonald Esq. I.C.S.
Collector Central

32

The petition has not, I think, merit serious consideration, as the makes no definite offer for the alienation.

15/3/35

Major Edwards
Secretary to the Resident

33. With Revt plan see paras 29-30. ~~20-21.~~

Collector's recommendations may be accepted ?

Revt
34

Yes.
17/3/35.

16.3.35

18.3.35

L. J. MacDonnell Esq. I.C.S.
Collector, C.P. Nellore.

No.C3219/22/1935 U/O

+ I + II 44

Yours Core 27/3

re Para 10 ante.

45

The drafts appear to be in order and may, if approved issue.

As regards reduction of duty on beer from 12 annas to 10 annas, sanction of the Government of India is necessary under Section 24(3)(ii) of the Excise Regulation I of 1915. The sanction conveyed in S.N.15 of file 688 of 1931 expires on 31st March 1935 and the reduction may therefore take effect from 1st April 1935. A draft telegram to the Govt. of India, Finance Department (Central Revenues), is submitted for approval. If approved, the Collector may see it u.o. before issue.

(From para 4).

26.3.35.

Secretary.

27.3.35.

U/O No. F-238/35. dated 27-3-35.

Collector.

46 Seen and returned with thanks

27/3/35

27.3.35.

S.Ns. (19-21) Issued.

D.No.3545. S.N.(26).

.N.11
c.p.26
F.569-34.

51

Mr.Chinnaswami Mudaliar was permitted to defer payment of kists on the definite understanding that arrears would ~~be~~ completely be paid before the expiry of the present lease (30th June 1935).

52

The Collector now recommends that the Contractor may be allowed to pay off the arrears in two years - half the total dues before 30-6-1936 and the balance before 30-6-1937.

53

Before considering the proposal, we may if approved ascertain from the Collector the actual amount of the arrears involved. Draft submitted.

17.4.35

ecretary.

25.4.35.

S.N. (27). Issue.

D.No.4553. S. N. (28).

54

Please see S.Ns. 26 and 27.

The present lease terminates on 30-6-1935. If no further payments are made till then, the total arrears at the end of the lease will be about 2 lakhs* including the kists due for May and June 1935. The ensuing lease is for two years from 1-7-1935 to 30-6-3 The Collector's recommendation is that the lessee may be permitted to pay half the total arrears before 30-6-1936 and the other half before 30-6-1937. It

seems

*Up to end of April 1935 (vide p.u.c.) 1,42,000/-.

For May & June 1935: about 54,000/-
1,96,000/-

S.N.26
c.p.64

seems however desirable that the arrears in respect of the existing lease should not be allowed to remain unpaid till the very end of the next lease. Perhaps, the lessee may be allowed one year's time to pay off the arrears - half the dues before 30-12-1935 and the other half before 30-6-1936, or preferably, in 12 equal monthly instalments, commencing from July 1935. For orders.

14/5/35

(Para 45 only)

Secretary.

5.5. I think we may agree to Collector's proposal in S.No. ~~25~~ 26. One of the main reasons for renewing the lease for a further period of two years was to enable Mr. Chinnaswamy Naidu to recoup some of his very heavy loss and give him some chance of straightening up again. He must deal fairly leniently with him.

20.5.35.

Resd. (from para. 42) Cbne 22/5.

56 We may agree to the Collector's proposal.

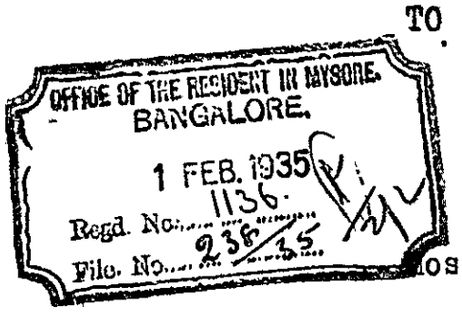
(SN 25 Jan 35)

CORRESPONDENCE.

S.N.1

143, Jewellers' Street,
Bangalore, Dated, 30th Jany.,1935.

TO



The Honourable The Resident in Mysore,
Bangalore.

Most Respected Sir,

I beg leave to submit that I am the License-holder of all the Arrack Shops in the C. & M. Station of Bangalore from 1st July 1932.

S.N.17 (R)
F. 13-32.

As per the Notification of Your Honour's Office, bearing No. 26 dated 19-3-1932 the sale of the Arrack Shops in the Station was intended for only one year; and accordingly, the shops were auctioned for only one year in the first instance, and all the shops were knocked down to me for one year. The Collector, C. & M. Station, then asked me whether I was prepared to continue the lease for a further period of two years more on the same annual rental, whereupon, I committed myself quite unguardedly to a consent, little aware of the consequences that would follow in its wake.

S.N.2 (R)
F 13-32

Ever since then, the consumption of Arrack in the Station has fallen considerably low year after year through various causes working in that direction, as enumerated by me in my previous petitions. I am consequently subjected to a loss of from 8 to 10 Thousand Rupees every month. Till now, my loss has reached to more than 2½ Lakhs of Rupees

Rupees, and, by the time my Contract will expire, I have grave and well-founded fears that the losses would mount up to nearly 3 Lakhs of Rupees.

In view of the heavy losses I have sustained, I approached Your Honour with my petition requesting that two years' lease n o t covered by the Notification, nor by any Agreement or anything of the type, except my unguarded oral consent, may be graciously waived; to my ill-luck, that petition was not considered - favourably.

I further most respectfully beg to represent before Your Honour that, due to continued losses of Lakhs of Rupees in this deal for the past 3 consecutive years, I became subject to a very serious type of vicissitudes in life, and Heaven alone knows how hard and almost impossible it was for me to collect the bare Khist - amounts due by me time and again; with all this, still without losing courage and entirely relying on Your Honour's magnanimity and your characteristic charitable disposition in all such just a n d deserving matters touching the very well-being of a man like me in the present instance, I somehow managed thus far to collect as much money as it - was physically possible towards my Khist amounts and remitted the same in good faith. All the same, the present moment finds me still in arrears to Government in this respect, and the best of my efforts in this behalf have not been able to save me. This plain and frank submission, I fully

fully hope, would bring home to Your Honour the true state of affairs, and I feel, Sir, that this is quite sufficient to move Your Honour's kind heart to come to my timely - succour and to uplift me from my fallen condition.

(1) Under the above circumstances, I crave Your Honour to reconsider my pitiable case and to grant me some Remission suitably;

(2) I further pray that you will be pleased to - grant me a fresh lease of all the Shops for another period of three years, fixing the Annual Khist on the basis of the present consumption, added to a compensation to me for the loss - incurred by me also considered.

For which act of kindness, I shall, as in duty bound, ever be grateful.

I beg to remain,
MOST RESPECTED SIR,
Your most obedient & humble servant,

C. Srinivasamiengar

S.N.2

THE OFFICE OF THE HON'BLE THE RESIDENT IN MYSORE,

Bangalore, the 14/2/ 1935.

No. F.238-35
R.O. II.

A copy of the undermentioned paper(s) is forwarded to the Collector, Civil and Military Station, Bangalore, for favour of remarks

~~for information~~, ~~in continuation of~~ / with reference to the correspondence ending with ~~(his)~~ ~~Memorandum~~ / letter / ~~endorsement~~ from this Residency

S.N.11
F.569-34.

No. F.569-34
R.O.II , dated the 5th November 1934.

By order, etc.,

Secretary / ~~Asst. Secy.~~ to the Resident in Mysore.

List of papers.

S.N.1.
C.P.1. Petition dated the 30th January 1935 from Mr.V.Chinnaswamy Mudaliar, 143, Jewellers' Street, Bangalore.

E 1 22 3/-2

No. C. R. 27 /35 enc. 1.

15

Office of the Collector,
Civil and Military Station, Bangalore.

S:N.3

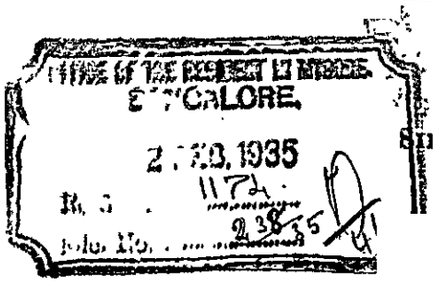
Dated the 2nd February 1935.

From

L. J. Mac Iver Esquire, I. C. S.,
Collector, Civil and Military Station,

BANGALORE,

To



The Secretary to the Hon'ble the Resident in Mysore,

B A N G A L O R E.

Sir

Beer and Foreign Liquor Taverns - auction sale - 1935-36.

I have the honour to forward herewith for favour of approval and publication a draft notification regarding the disposal by auction of the Beer and Foreign Liquor Taverns for the lease 1935-36.

Draft-1

I also request that 200 copies of the sale notification may kindly be sent to me for distribution.

I have the honour to be,
Sir,
Your most obedient servant.

C O L L E C T O R.

KAA.

2.2.35

17

THE HON'BLE THE RESIDENT IN MYSORE.

NOTIFICATION.

No. 18, dated Bangalore, the 7th February 1935.

Notice is hereby given that (1) the Beer shops and (2) the Foreign Liquor taverns appointed for the respective sale of (1) Indian beer and of beer brewed on English principles at the United Breweries, Ltd., Bangalore, and (2) Beer brewed on English principles and bottled at the United Breweries, Ltd., Bangalore, and other foreign liquors, in the Civil and Military Station of Bangalore, specified in Annexure II for one year from 1st April 1935 to the 31st March 1936, will be sold by public auction by the Collector, or by an officer specially deputed for the purpose with the sanction of the Hon'ble the Resident in the Public Office Buildings (next to the Mayo Hall), at 2 p.m. on Monday the 4th March 1935.

CONDITIONS OF AUCTION SALE.

I. Any person desiring to bid must deposit Rs. 50 with the Collector or selling officer on the day of sale. No one will be admitted to the auction room unless he has made this deposit. No one will be allowed to bid for another person unless he holds a power-of-attorney from him. Deposits made under this clause will be returned on application to unsuccessful bidders at the close of the day's sale.

II. The officer conducting the sale may, at his discretion, refuse to accept the bid of any person on the ground (1) that he has been convicted by a criminal court or has previously been guilty of such a breach of the conditions of licence or of a contract under the Excise Regulation / Opium Act as to render him undesirable as a holder of a licence; or (2) that he is insolvent or in arrears to Government; or (3) that his bid is purely speculative; or (4) that he is a subordinate in the Revenue or Municipal Department in the Station or a relative of such

persons; or (5) that he is the contract supplier of country spirits for the Civil and Military Station; or (6) that he is a brewer bidding for beer shops; or (7) that such a course is necessary to prevent arrangements to the detriment of Government interests; or (8) for any other valid reason.

III. The reserve price placed on each shop will not be published but the average annual rental during the previous five years will be furnished by the Collector, wherever possible, for the information of bidders. The selling officer will fix the upset price of each shop.

IV. The shops will be put up to auction in the order in which they are notified unless the selling officer sees reason to change that order.

V. The highest bid will be provisionally accepted by the selling officer subject to the formal confirmation by the Hon'ble the Resident. Such subsequent confirmation after the close of the sale will be necessary even if the selling officer is the Collector himself. The Collector will be at liberty to accept or reject any bid at his discretion. If the selling officer before the close of the sale rejects under condition II the highest bid for any shop he may at his discretion either accept the next highest bid or resell the shop. In case of dispute the Collector's decision will be final.

VI. (a) Every person whose bid is provisionally accepted shall—

(i) at once, if so required by the selling officer or otherwise at the close of the day's sale, deposit, in addition to the deposits made under clause I, half a month's rent for each shop knocked down to him, unless the initial deposit equals or exceeds two months' rent;

(ii) at once apply in writing for a licence for each shop knocked down to him and within a week thereafter furnish the Superintendent of Excise with the boundaries of the site selected by him for the location of the shop and the Collector with a statement in the prescribed form (annexed to this notification) showing details of the immovable property possessed by him, or in which he has an interest together with accurate and full details of encumbrances, etc., thereon;

(iii) within fifteen days from the date of sale deposit such further sum as with the deposits already made under sub-clause (i) *supra* will make up two months' rent of all shops knocked down to him.

(b) Further if the Collector is not satisfied that any such person can be trusted to pay his rent punctually and fully, he may require him, in addition to the deposits required under clause (a) (iii) *supra*, either—

(i) to deposit two months' rent of all shops knocked down to him, or

(ii) to execute a mortgage of his immovable property in favour of the Government for all moneys that may become due under the terms of the contract with a power of sale in favour of the mortgagee to be exercised in default of payment thereof by the purchaser, or

(iii) to produce to the Collector, to be approved by him, a surety or sureties who should execute a security bond for the due payment of all moneys that may become due by him under the terms of the contract and to execute a mortgage deed of his or their immovable property in favour of the Government for the payment of all moneys due under the said contract by the purchaser with a power of sale in favour of the mortgagee in default of payment thereof, by the surety or sureties or by the purchaser, or

(iv) if the Collector is not satisfied that the value of his immovable property tendered as security is adequate, he may require such person further to produce, to his satisfaction, in addition to mortgaging his property, a surety or sureties who shall execute a security bond for the balance of the money that may become due and execute a mortgage deed of the surety or sureties' property in favour of the Government. The sureties referred to in sub-clauses (iii) and (iv) should submit to the Collector a statement in the prescribed form (annexed to this notification) showing details of their immovable property. The purchaser shall be bound to carry out the provisions of sub-clauses (i) to (iv) above, within fifteen days from the date of sale.

The bond and the mortgage deeds shall be stamped and registered at the expense of the purchaser. He shall also be bound to execute a counterpart agreement. The bidder or his surety must produce at his cost an encumbrance certificate in cases where immovable property is mortgaged to Government.

VII. Deposits will be returned in any case in which the Hon'ble the Resident refuses to confirm the acceptance of the bid.

VIII. At the close of the day's sale the selling officer will notify the date on which resales, if any, are found necessary, will be held; when the list of shops to be resold has been drawn up, a copy of it will be sent to any bidder who gives his name and address to the Superintendent of Excise.

IX. The order of the Hon'ble the Resident confirming or refusing to confirm the acceptance of a bid shall be final.

X. On the failure of any person to make a deposit or apply for a licence under condition VI or to comply with any requisition or to execute any engagement under condition VI, the deposits already made may be forfeited and the shop may be resold under the orders of the Collector or on a report from the Superintendent of Excise may be otherwise disposed of by him. Resales under this condition will be at the risk of the defaulting bidder, who will forfeit all gain and, in the event of a loss, will be required to make good the deficiency between the total amount payable for the whole period under the terms of the original sale and the total amount payable by the successful bidder at the resale. In the latter case, the forfeited deposits will be deducted from the loss arising from the resale, and the remainder, if any, will be recoverable in the same manner as if it were an arrear of land revenue. Should, however, the forfeited deposits be greater than the loss by resale, the whole of such deposits will be credited to Government. The defaulting bidder will be similarly liable if the shop is disposed of otherwise than by resale and such disposal results in loss to Government as compared with the original sale. Disposal otherwise than by resale includes closure.

XI. The purchaser of any excise or opium privilege is liable to the penalties prescribed for breaches of the conditions set forth below, though a formal licence may not have been issued to him. In the event of the purchaser's death after issue of the licence, his heirs and assigns shall be responsible for all moneys that may become due to Government under the terms of the licence as well as for the proper observance of all the conditions of the licence.

XII. The deposits under condition VI (a) (iii) and (b) (i) may be made either in cash or in recognised Government, Port Trust, Municipal or Local Board Securities, or by depositing Postal savings bank pass-books. When deposits are made otherwise than in cash, the Collector may demand that they shall be of such higher face value than the cash deposit required as in the circumstances of the market he may think necessary. In the event of such security depreciating or appreciating to the extent of Rs. 100 or more, the Collector may call upon the depositor to produce further Government paper to the extent of depreciation or return to the depositor Government paper to a similar extent. Where the deposits under this condition are sufficient, under the Collector's orders, to cover also deposits made in cash under conditions I and VI (a) (i) which have not been refunded as well as deposits due under condition VI (a) (iii) and (b) (i) the deposits made in cash may be returned to the depositors The savings bank pass-books or securities other than Government promissory notes deposited must be endorsed in the name of the Collector and Government promissory notes deposited shall remain in the name of the depositor and must be enfaced for payment of interest at the treasuries or the Bank or at both at which they are deposited, if so required.

XIII. Deposits in cash will be adjusted towards the instalments of kists due in the last months of the period of the lease. Deposits of securities or savings bank pass-books will be returned on payment in cash of the full amount of the rent due and of any penalties or other sums recoverable under the terms of the licence or of the conditions set forth below unless the depositors wish that Government should take them over, in which case they will be taken over at the price of the day less commission and brokerage chargeable under the Government Security Rules, and the balance, if any, due to Government must be paid in cash. In cases of default under condition X of the conditions of auction sale or where under any one of the conditions of the general conditions applicable to all excise and opium licences or of any of the sections of Regulation I of 1915 or the rules made thereunder, the licence is cancelled, all securities deposited are liable to be sold for any amount due to Government under the terms of the lease, the remainder, if any, due after such sale, being recovered as arrears.

ANNEXURE.

List of immovable property possessed by
Successful bidder of
Surety of the successful bidder of shop No. at
in the Civil and Military Station, Bangalore, for the
lease 19 19 .

(1) Name
(2) Father's name
(3) Residence and address
(4) Occupation
(5) Particulars of immovable property possessed

I.

District.	Taluk.	Village and name of street in case of houses.	Survey numbers (and door numbers in case of houses).	Extent	Wet or dry.	Assessments.	Market value per acre in case of land.	Registered in whose name; if pattadar, patta No.
1	2	3	4	5	6	7	8	9

II. What is the nature and extent of your ownership or interest in the above property ?

III. Are there any existing encumbrances on the above property ? If so, nature and amount of each such encumbrance.

IV. Are there any other claims upon the property shown in head I above ? If so, the nature and amount of such claim should be stated.

I , son of residing at hereby solemnly declare that the facts about my property above stated are complete and true and that there are no encumbrances thereon beyond those shown in head III above and I shall not encumber further encumber any of the property shown in statement above without the previous intimation in writing to the Collector of the Civil and Military Station, Bangalore.

Witness

Address

Date

Place

Signature

NOTE.—(1) Under head II, it should be stated whether the property is the sole or joint family property of the declarant; if joint family, the share of the declarant and value thereof should be stated.

(2) Under head IV should be noted interests in or claims on the property other than those noted under head II, e.g., claims on account of dowry or stridhanam.

(3) The Collector should question the deponent further, if necessary, in order to elucidate his statement and should record the replies which should be signed by the deponent and the Collector and attached to this declaration.

GENERAL CONDITIONS APPLICABLE TO ALL EXCISE AND OPIUM LICENCES.

1. Shops and depots must be opened by the dates fixed by the Collector and must be kept open every day unless their temporary or permanent closure is authorized under conditions 10, 11 or 40 *infra*.

2. Except where definite sites in the possession or under the control of Government have been prescribed, purchasers of shops must make their own arrangements for securing proper sites for their shops. They are at liberty to choose any site within the local limits notified by the Collector, provided the site selected is approved of by the Revenue and Police Authorities. The limits of the site selected and approved will be entered in the licence. The possession (except subject to the rules applicable to unlicensed persons) or sale of liquor, opium or intoxicating drugs outside those limits is prohibited.

3. Sales under any Excise or opium licence must be conducted in an approved building of which the whole or the whole of a separate part must be entirely set aside for use as a depot or shop. Licensees must keep their shop premises in a sanitary condition to the satisfaction of inspecting officers. In the case of arrack shops and taverns there shall be no possible means of ingress or egress in any direction except into the main street; if there are other doors they shall be kept locked under the seal of an officer of the Excise Department; the interior of the shop shall be sufficiently lighted by day and the whole interior visible from the front door; the shop shall not be used as a place of residence save by the vendor and his family or caretakers, if so permitted and subject to such conditions as may be prescribed. If there are means of communication between the depot or shop and an adjoining dwelling-house, they must be kept locked at night.

4. Except when two or more foreign liquor licences are held by one person or in the case of licences held by chemists and druggists and medical practitioners, sales under different licences must be conducted in different premises.

5. In liquor shops in which consumption on the premises is permitted, private bars may be allowed by the Collector under a special licence to be granted by him free of fee; provided that the interior of the bar is wholly visible from the doorway, and that the entrance to it is either through the main door of the shop or through a separate door provided with a proper sign to show the nature of the bar.

6. A signboard must be affixed to the front of each depot or shop showing the nature and number of the licence under which sales are conducted there, the name of the licensee and (except in the case of foreign liquor) the current rate of sale. These particulars must be legibly painted in the local vernacular and in the case of taverns and wholesale depots in English also. The licence must be hung up in a conspicuous place within the depot or shop.

7. The possession upon any licensed premises of any liquor, opium or intoxicating drug except that to which the licence relates or of any essence or substance used or capable of being used for colouring or flavouring liquor except in accordance with the terms of a compounding licence is prohibited.

8. Such supply of liquor, opium or intoxicating drugs as the Collector may consider sufficient to meet local requirements must be maintained in depots and shops.

9. No arrack, ganja or opium shop or beer or foreign liquor tavern shall be opened before 11 a.m. and no toddy shop before sunrise. Depots shall be kept open from 7 a.m. to 12 noon and from 2 p.m. to 6-30 p.m.

10. (a) No shop or depot shall be kept open after the hours prescribed below except under special authority :—

Arrack, beer and toddy shops and foreign liquor taverns.	9-30 p.m.
Ganja and opium shops.	8 p.m.
Other foreign liquor licences issued on fixed fee except theatre bar, special bar and hotel licences.	9 p.m.
Depots.	6-30 p.m.

The Collector may on the report of the Police or for other sufficient reasons order the closure of any shop at an earlier hour if he should consider such a course to be advisable in the interest of the public.

(b) With the previous sanction of the Hon'ble the Resident, the Collector is authorized (i) to notify at the time of the auction that specified shops will be closed on the occasion of specified festivals, and that the hours of sale at specified shops which are in the neighbourhood of a market or shandy will be limited on market days generally or that they will be liable to limitation on such occasions by orders issued during the currency of the lease, if it is found that the shops promote drunkenness; (ii) to order the closure of specified shops in the neighbourhood of factories, mills and other places, where large numbers of operatives assemble on week days, on the afternoons of pay days and during such hours as he may deem fit. A special condition embodying these restrictions or liabilities will be inserted by the Collector in the licences granted to the renters of all such shops.

(c) The closing hour for bars, hotels and special bars is 10 p.m. The Collector after consulting the Commissioner of Police, however, may permit the extension of the time to 11 p.m.

(d) 9 p.m. is fixed as the general closing hour in the case of Railway refreshment rooms. The Collector is authorized to note in the licence the particular hours after 9 p.m., during which such licensed premises may be kept open for the sale of liquor to *bona fide* travellers only with reference to arrival and departure of trains. The Collector may alter these hours during the currency of the licence with reference to any alteration in the Railway time-tables.

(e) In the case of occasional, special and theatre bar licences, the closing hour will be that which is fixed in the licence.

11. Depots and shops must be closed, if the Collector so orders, while a regiment or detachment of soldiers is passing or is encamped in the vicinity. The Collector shall have power also temporarily to close any shops in times of religious excitement or disturbance: Every depot and shopkeeper shall close his depot or shop when a riot or disturbance occurs or appears likely to occur in the neighbourhood.

12. All liquor, opium and intoxicating drugs sold or kept for sale shall be of good quality and unadulterated. Nothing shall be added to liquor, opium or intoxicating drugs either to increase their intoxicating power or for any other purpose. This prohibition, however, does not apply to the compounding or blending of liquor or to the manufacture of intoxicating drugs from hemp drugs and opium in accordance with the terms of a licence. Liquor shall not be bottled except under a bottling licence. Nor shall different kinds of liquors be mixed and sold under the designation of one of them.

13. No woman shall be employed in any Excise or opium shop for the sale of liquor, opium or intoxicating drugs without the special permission of the Collector unless she be a member of the renter's family. The admission of a woman, except as provided, or a child or young person under 18 years of age into the licensed premises of any arrack, toddy, ganja or opium shop or foreign liquor or beer tavern, is prohibited.

14. No person suffering from leprosy or any contagious disease shall be allowed to be the holder of Excise or opium privileges; nor shall licences be granted to persons below the age of eighteen in the case of Excise privileges and twenty in the case of opium privileges. The sale or transport of liquor, opium or intoxicating drugs by persons below the age of eighteen (twenty in the case of opium) or by persons suffering from leprosy or any contagious disease and the employment in any capacity of such persons in shops or depots licensed for the sale of the same are prohibited. No persons who have been convicted under the Indian Penal Code shall be employed in the transport or sale of liquor, opium or intoxicating drugs without the Collector's previous permission. The Collector may, where necessary, call for the names of all persons employed or proposed to be employed in any capacity in connection with the management or the working of a depot or shop and, if he disapproves of any such person, may forbid the licensee from keeping him in employment.

NOTE.—This rule also applies to the sale of eatables by persons in liquor shops.

15. (a) No liquor, opium or intoxicating drug shall be sold or given—

I. Except at shops specially approved by the General Officer Commanding the Division (or independent Brigade) or the Officer Commanding the Cantonment or Camp, and then only in respect to such liquors as shall be approved by the same authority in consultation with the local Excise authorities and specified in the licence—

(1) to sailors of the Royal Navy, soldiers and members of their families; or

(2) to any other person living in barracks;

II. (1) to persons whom a vendor knows, or has reason to believe, to be camp followers, i.e., any class of followers (other than private servants) whether on or off duty, who have a right to be in Cantonments;

(2) to Policemen, Excise officers, Railway servants and to drivers and conductors of motor buses when on duty; or

III. in any circumstances to any—

(1) European vagrant under escort of the police;

(2) insane person;

(3) person known or believed to be intoxicated; or

(4) person known or suspected to be about to take part in a riot or disturbance of the public peace or other crime.

(b) No liquor or intoxicating drug shall be sold or given in any circumstances to any child or young person under eighteen years of age or adult female; no opium shall be sold or given in any circumstances to any child or young person under twenty years of age or adult female.

(c) No child, young person under eighteen years of age or adult female shall be admitted into the premises of any shop in which consumption is allowed on the premises subject to the exception in condition 13.

NOTE.—(1) The restrictions in I and II do not apply to soldiers, their families and followers when they are absent on leave from their regiments.

(2) The restrictions in clauses (b) and (c), so far as they relate to adult females, do not apply to foreign liquor licences issued on fixed fees.

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16. No liquor, opium or intoxicating drug shall be sold in shops except for cash. The licensee shall be bound to give intimation of the offer of anything other than cash to the nearest Magistrate or Police officer. This condition is not, however, meant to restrict credit sales in the ordinary course of business by shopkeepers or firms of standing and respectability dealing in foreign liquor for consumption off the premises.

17. No liquor, opium or intoxicating drug shall be sold either below or above such minimum or maximum prices as may be fixed for sale of the same in accordance with the law for the time being in force.

18. No liquor, opium or intoxicating drug in excess of the quantities prescribed for possession without a licence as specified below shall be issued to any person at any one time from any licensed premises without a valid permit, nor shall liquor be sold at wholesale depots in quantities less than the minima prescribed:—

Arrack.	Toddy.	Ganja.	Opium.	Coconut toddy arrack.
Four drams or one reputed pint.	Half a gallon or three reputed quarts.	Three tolas.	One tola.	Two Imperial gallons.

Permits shall be in printed books, which can be obtained at the office of the Superintendent of Excise on production of receipts for payment of the cost price into the Imperial Bank of India, Civil and Military Station, Bangalore. The signing of blank permits for subsequent issue is prohibited.

19. Only such weights and measures as may from time to time be prescribed by the Hon'ble the Resident shall be possessed or used on any licensed premises, and they shall be tested and stamped in such manner and by such agency as the Collector may direct. Short measurement and short weighment is strictly forbidden.

20. No drunkenness, disorder or gaming shall be permitted in depots or shops. Entertainments of any kind in depots or shops are also strictly forbidden. Licensees are prohibited from advertising the sale of liquor by beat of tom-tom or placards in the streets and in the neighbourhood of markets.

21. No robbers or thieves or disorderly or riotous persons shall be harboured in depots and shops. Intimation of their resort thereto shall be given to the nearest Magistrate or Police officer.

22. No person shall be harboured in any depot or shop during the night.

23. True accounts of transactions shall be maintained from day to day in ink in the prescribed form. Unless special permission is given to the contrary, separate accounts shall be kept for the transactions under each licence. The accounts shall be in printed books which may be obtained from the office of the Superintendent of Excise on payment of cost price. Permits for liquor, opium or intoxicating drugs received and the counterfoils of permits issued must be carefully filed in support of the accounts. The accounts and counterfoils of permits shall be preserved for one year after the period covered by the licence; they shall be handed over at the end of the lease either to the Excise Sub-Inspector directed to receive the same or to the incoming licensee and they shall be produced when called for by an officer not below the rank of a Sub-Inspector of the Excise Department.

24. Except in the case of fixed fee licences, the amount for which the privilege of sale has been purchased shall be payable in advance in twelve equal monthly instalments ('kists') into the Imperial Bank of India (Government Treasury), Civil and Military Station, Bangalore, beginning with April or July as the case may be. In the case of toddy shops tree-tax should also be paid into the Imperial Bank of India. Kists should be paid in advance on or before the 15th of each month and the instalments of fixed fee Bar licences should be paid on the dates specified by the order. Fines will be levied on any amounts not so paid; interest will also be levied on any amounts not paid before the end of the month for which they are due. After the 25th of the month shops are liable to be sold for failure to pay kists. Fees for depot licences must be prepaid.

25. No remission or abatement of the rent or fixed fee paid shall be claimable on any account whatever.

26. Power is reserved to the Collector to suspend licences in case of failure of payment of kists of fixed fees on the due dates. In the event suspension of a licence for failure to pay arrears, the privilege of sale will be resold with effect from the date of issue of the licence to the new purchaser, or otherwise disposed of at the Collector's discretion. Disposal of the privilege of sale otherwise than by resale includes also closure of the shop or tavern. All losses on account of suspension and resale or other disposal of the privilege shall be borne by the defaulting licensee and shall become due immediately on resale or other disposa

of the shop ; but the defaulting licensee shall have no right to any gain which may accrue. The whole of the deposit, if any, made by the licensee shall be liable to forfeiture. The Collector may at his discretion allow sales to continue pending resale or other disposal of the privilege.

27. No privilege of supply or vend shall be sold, transferred or sub-rented without the Collector's, or in the case of a supplier under the contract distillery supply system the Hon'ble the Resident's previous permission. Nor, if the Collector so orders, shall any agent be appointed for the management of any such privilege without his previous approval.

28. (a) No Excise or Opium licensee in an Indian State or Foreign territory will be allowed to have any interest in a licence for the same article in British territory without the special permission of the Collector.

(b) No Excise or Opium licensee in a British district where a low rate of duty is in force will be allowed to have any interest in a licence for the same article in the Civil and Military Station of Bangalore where a higher rate of duty prevails without the special permission of the Collector. Breach of this condition will render the party liable to the penalties prescribed by condition 37 in respect of all or any of the licences held.

(c) No Opium or Excise licensee or any servant in his employ will be allowed to have any interest in the manufacture of beer or in the manufacture or supply of country or locally-made spirits or coconut toddy arrack, nor shall the licensee employ as agents or in any other capacity any person having any such interest.

29. Such returns and information as may be required by the Superintendent of Excise from time to time shall be furnished by holders of licences.

30. Licensees are bound to report to the Superintendent of Excise all instances which come to their knowledge of persons employed by them in the manufacture, transport or sale of liquor, opium or intoxicating drugs, committing breaches of the $\frac{\text{Excise}}{\text{Opium}}$ laws and to comply with the Superintendent's orders respecting the continued employment of such persons.

31. Pecuniary dealings by licensees of any kind whatever with officials of the Land Revenue, the Municipal and the Excise Department are absolutely prohibited.

32. Any licence shall be revocable by the Collector, at his discretion on giving the licensee fifteen days' notice of such revocation, in which case a proportionate part of the fee paid will be refunded.

33. All licensees shall be bound by any additional general rules that may be prescribed under the $\frac{\text{Excise}}{\text{Opium}}$ laws and shall, if so required by the Collector or any officer authorized by him, deliver up their licences for amendment or for the issue of fresh ones.

34. The officers authorized to inspect licensed shops and depots are—

(1) any officer of the Revenue Department of rank not lower than Revenue Inspector, and

(2) any officer of the Excise Department of rank not lower than Sub-Inspector.

These officers are empowered to enter and examine the premises, to test the weights, measures, liquor, opium and intoxicating drugs in the possession of the licensees, and to call for and check the accounts kept in the shop or depot. Police officers will also make inspections when it comes within the scope of their duty.

35. All officers authorized to inspect depots and shops are authorized to detain any liquor, opium or intoxicating drugs found unfit for consumption or use or which they may believe to have been tampered with in any of the ways referred to in condition 12 and the Collector and the Superintendent of Excise are empowered to confiscate or destroy such liquor, opium or intoxicating drugs.

36. An inspection note-book, in the prescribed form (G-1), shall be maintained for the use of inspecting officers and shall be handed over to the Superintendent of Excise or to any officer authorized by him to receive it on a receipt being given therefor. This note-book is the property of Government and shall be returned at the end of the lease to the Sub-Inspector or to the incoming renter on a receipt being given therefor.

37. (1) If a licensee or any person in his employment is convicted by a competent court of any offence against the $\frac{\text{Excise}}{\text{Opium}}$ Act or of any offence under Indian Penal Code which in the Collector's opinion renders it desirable to cancel the licence or if it is brought to the notice of the Collector that the licensee has been convicted by a competent court of any such offence prior to the grant to him of the licence, the Collector may direct that the licence shall be cancelled and the privilege be resold or otherwise disposed of at the risk of the licensee and may further direct, if he considers it necessary to do so, that any deposits made by the licensee shall be forfeited.

(2) Infraction of any of the conditions of the licence by a licensee or by any person in his employment will render the licensee liable to either to be prosecuted and on conviction dealt with under clause (1) or to fine not exceeding Rs. 50 or to cancellation of licence and resale or other disposal of the privilege at the risk of the licensee and, if considered necessary by the Collector, to forfeiture of deposits. The rent for the whole lease shall become due at once when a lease is cancelled under this or the preceding rule.

The Superintendent of Excise may impose fines up to a maximum Rs. 20 under rule 37 (2).

(3) When a licensee holds more than one licence granted under the Excise or Opium Act and when any one of these licences is cancelled under clause (1) or (2) above or under the special conditions applicable to ganja or opium shop licences, the Collector, at his discretion, may direct that any or all of the other licences under the Excise and Opium Acts held by the licensee shall be cancelled and the several privileges be resold or otherwise disposed of at the risk of the licensee and, if necessary, may further direct that any deposits made by the licensee shall be forfeited. The rent for the whole lease shall become due when a licence is cancelled under this rule.

NOTE.—For continuing breaches of a licence, continuing fines may be imposed.

38. Any sum due by a licensee may be adjusted from the deposit, if any, made by him or collected under the Revenue Recovery Act as an arrear of land revenue. The licensee shall be bound to replace any sum adjusted from his deposit within fifteen days of receipt of notice from the Collector.

39. Interest on all moneys due shall be payable at the rate of 6 per cent per annum.

40. No changes in the number or location of shops and depots affecting the interest of adjacent shopkeepers shall be made during the currency of a lease except under the special sanction of the Hon'ble the Resident. The Collector may at any time permit or order the transfer of a shop within the limits notified for the shop in the sale notice.

41. The right is reserved to the Collector to grant 'Occasional licences' for the sale of liquor, opium and intoxicating drugs on the occurrence of fairs, festivals, etc., in places in the vicinity of which there are no regularly licensed shops. Such licences should be issued only when absolutely necessary and shall ordinarily be granted to the shopkeepers who usually supply the locality or in rented areas to the representative of the renter. The licences shall run only for such period not exceeding ten days as they are actually required. Not more than one licence shall be issued for a fair or festival without the sanction of the Hon'ble the Resident. The fees to be paid for the licences shall be fixed at the discretion of the Collector.

SPECIAL CONDITIONS APPLICABLE TO BEER SHOP LICENCES.

1. The privilege extends to the sale of beer brewed in India only at the Bangalore Brewery of the United Breweries, Ltd., to be consumed on the premises and to sale to any person at a time up to two reputed quarts of Indian beer and one reputed quart of beer brewed on English principles for removal from the premises after 6 p.m. only.

2. The licensee is prohibited from selling spirits or rectifying spirits either by the purifying, colouring or flavouring or mixing any material therewith.

3. The licensee is prohibited from bottling or blending beer.

4. The possession or sale of diluted beer is prohibited.

5. The sale of bottled beer as bottled at the Brewery is prohibited except under a separate licence special to beer shops only for the sale of bottled beer.

6. Every receptacle containing beer brewed in Bangalore shall be conspicuously labelled or branded with the words "Beer brewed in Bangalore" prefixed with the kind or description of beer contained therein. The licensee is forbidden to alter either the nature of the liquor in bottles or other receptacles purchased by him or the seals or capsules or corks or wiring or the labels upon the bottles or other receptacles on pain of forfeiture of his licence. Beer should be sold from the original receptacle in which it is received from the Brewery and should not be transferred to any other receptacle or receptacles except for special reasons to be recorded immediately by the licensee in his shop account book before transfer is effected.

7. The Bangalore Brewery of the United Breweries, Ltd., is bound on payment of the value in legal tender or on security for such value being given to supply Indian beer and beer brewed on English principles at prices not exceeding Rs. 38 and Rs. 57 per hogshead, respectively, plus the Excise duty in force at the time of issue, to all persons licensed to sell such beer. Applicants shall be entitled to have Indian beer and beer brewed on English principles of good quality issued to them in the order of the applications and with all reasonable despatch. All complaints as to the quality of beer supplied will be disposed of by the Hon'ble the Resident whose decision shall be final.

8. If the licensee holds any other licence for the sale of foreign liquor, locally-made foreign liquor or coconut toddy arrack on the same premises, he must keep his accounts of transactions under it separate from those under this licence.

9. The rate of Excise duty for both Indian beer and beer brewed on English principles will be announced at the auction sales.

10. The minimum retail selling price of Indian beer shall be Re. 0-2-2 per reputed pint or Rs. 1-10-0 a gallon, and that of beer brewed on English principles, three annas per reputed pint or Rs. 2-4-0 a gallon. The Collector may at any time order the licensee of any shop to raise the minimum selling price to such rate as he may consider necessary.

11. The licensee or any servant in his employ shall have no interest in the manufacture of beer or in the manufacture or supply of country or locally-made spirits or coconut toddy arrack, nor shall the licensee employ as agents or in any other capacity in the tavern any person having any such interest.

12. The hours of sale will be from 11 a.m. to 9-30 p.m. During the last day of Muharram and the last two days of Dasara the shop may be closed for the day at 5 p.m. if the Collector so directs. The shop may also be closed on Christmas Day between 12 noon and 2 p.m. and finally for the day at 6 p.m. if the Collector so directs.

SPECIAL CONDITIONS APPLICABLE TO FOREIGN LIQUOR LICENCES.

1. The privilege extends to the sale of bottled beer brewed in India on English principles at the Bangalore Brewery of the United Breweries, Ltd., and all other kinds of foreign liquor, of locally-made foreign liquor and coconut toddy arrack to be consumed on the premises and to sale to any one person in any one day up to one reputed quart of beer or 4 drams of spirit for removal from the premises after 6 p.m. only.

2. The licensee is prohibited from rectifying spirits by purifying, colouring or flavouring or mixing any material therewith and from compounding or blending foreign liquor or locally-made foreign liquor.

3. The licensee is prohibited from bottling liquor.

4. The possession or sale of diluted beer is prohibited.

5. Every bottle or other receptacle containing liquor that has been compounded or blended in India for sale must be labelled as having been compounded or blended in India. Every receptacle containing beer brewed in India and received into or kept for sale at the shop shall be conspicuously labelled or branded with the words "Beer brewed in India". Every bottle or receptacle containing foreign liquor or locally-made foreign liquor or coconut toddy arrack bottled in the Presidency or the Station shall bear a label affixed to it by the bottler in accordance with the terms of his bottling licence. The licensee is forbidden to alter either the nature of the liquor in bottles or other receptacles purchased by him or the seals or capsules or corks or wiring or the labels upon the bottles or other receptacles on pain of forfeiture of his licence.

6. Tavern-keepers desirous of obtaining a supply of coconut toddy arrack made in Malabar must make their own arrangements with the supply contractors in the Madras Presidency or their agents in the Civil and Military Station, Bangalore. The contractors shall not be entitled to refuse to supply coconut toddy arrack except on the ground of want of stock. The liquor must be kept in receptacles labelled "Spirit manufactured in Malabar". The rate of Excise duty is Rs. 17-8-0 per proof gallon.

7. If the tavern-keeper holds any other licence for the sale of foreign liquor, locally-made foreign liquor or coconut toddy arrack on the same premises, he must keep his accounts of transactions under it separate from those under this licence.

8. The Bangalore Brewery of the United Breweries, Ltd., is bound on payment of the value in legal tender or on security for such value being given, to supply bottled beer at the following rates:—

Reputed quarts of XXX Ale, Pilsener, Light Bitter Ale or Stout at a rate not exceeding Rs. 5 per dozen delivered at the shop. Abatement on empty bottles bearing their labels will be allowed by the brewery, if returned in good condition.

Reputed pints of XXX Ale, Pilsener, Light Bitter Ale or Stout at a rate not exceeding Rs. 3-8-0 per dozen delivered at the shop. Abatement on empty bottles bearing their labels will be allowed by the brewery, if returned in good condition.

9. The licensee or any servant in his employ shall have no interest in the manufacture of beer or manufacture or supply of country or locally-made spirit, or coconut toddy arrack, nor shall the licensee employ as agents or in any other capacity in the tavern any person having any such interest.

10. The minimum strengths at which imported and locally-made foreign spirits can be sold are 35° under-proof for gin, 30° under-proof for Colombo arrack and coconut toddy arrack and 25° under-proof for all other kinds of spirits including Italian arrack except denatured spirits.

11. The duty on locally-made foreign liquor is Rs. 21-14-0 per proof gallon.

12. The licensee shall maintain and furnish to the Superintendent of Excise, statistics showing separately the consumption of imported and locally-made spirits and beer and coconut toddy arrack.

13. The hours of sale will be from 11 a.m. to 9-30 p.m. During the last day of Muharram and the last two days of Dasara, the shop may be closed for the day at 5 p.m., if the Collector so directs. The shop may also be closed on Christmas Day between 12 noon and 2 p.m. and finally for the day at 6 p.m., if the Collector so directs.

14. The Collector reserves the right to fix a minimum selling price for all or any of the kinds of liquor sold, should the circumstances in his opinion require it.

APPENDIX II.

Shop No.	Police Station.	Locality.	Wider Boundaries.
		Schedule I—Beer shops.	
1	B. Division	Papareddypalyam	On Tannery Road between Jevanapalli Road (Municipal Limit) and Borebank *cum* Factory Road.
2	„	Bamboo Cherry	On Thimmiah Road between Seppings Road and Old Poor House Road *cum* Haynes Road.
3	„	Broadway	On Broadway Road between the Russell Market to the junction with Blackpully Road.
4	C. Division	Ulsoor	On I Division 'B' No. 5 Street between Old Madras Road and Ulsoor Market.
5	„	Nilsandra	On Nilsandra Bazaar Road between Nilsandra Road and Slaughter-House Road.
6	„	Yellagundapalyam	On Lindon Road between Nilsandra Road and Palmyra Grove Road.
7	„	Shoolay	On Markham Road between Brigade Road and Commissariat Road.
		Schedule II—Foreign Liquor Taverns.	
1	B. Division	Market Area	In the area enclosed by New Market Road, Nalla Road, Old Poor House Road and Dharmaraja Kovil Street.
2	„	St. John's Hill Area	On Seppings Road between Thimmiah Road and St. John's Church Hill Road.
3	„	Chandychowk	On Chandychowk Road between Blackpully Road and 5th Division A No. 1 Street.
4	C. Division	Shoolay	On Tate Lane between Markham Road and Castle Street.
5	B. Division	Cantonment area	On Dispensary Road between Cavalry Road and Main Guard Cross Road.

NOTE.—The premises selected for each of the above shops should be an unobjectionable site within the notified limits.

14/2

Secretary to the Resident.

The Manager, Residency Press, Bangalore, for publication in the next issue of the Mysore Residency Orders. 205 copies of the printed notification may be supplied to this Residency.

The Collector, Civil and Military Station, Bangalore, with reference to his letter No.C.R.~~27~~/35, dated the 2nd February 1935 with 200 spare copies.

1349 (1)—13-2-1935—205+2—RPB.

4/2/36 2-2-36

Two Drafts
draft-II

S. IV 5

120

DEPARTMENT.

BRANCH.

File No.

Serial No.

Draft ~~Letter~~ Memorandum Telegram **N O T I C E.**

Dated 14/2/ 1935

Class for telegrams

Ordinary
Express
Urgent*
Priority
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*Only for Foreign Telegrams.

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1st Reminder	
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Heading:	
Case or Diary No.	
If post copy of telegram required	
Date of desparch of above	
List of enclosures	

(Code word for telegrams.)

No. F.238-35 R.O.II.

To

The right to the retail vend of (1) Indian beer and of beer brewed on English principles and (2) bottled beer and foreign liquor in the shops in the Civil and Military Station, Bangalore, for one year from 1st April 1935 to 31st March 1936, will be sold by public auction by the Collector, Civil and Military Station, Bangalore in the Public Office Buildings (next to the Mayo Hall), at 2 p.m. on Monday the 4th March 1935.

Conditions of sale and other particulars can be ascertained from the Hon'ble the Resident's Notification No. 18 dated the 7th February 1935, copies of which can be had from the Collector's Office.

Vide Draft-I

Clone 7/2

SECRETARY TO THE RESIDENT.

To the Editor, Daily Post, Bangalore, for publication in two successive issues of the Daily Post = the bill to be sent to the Collector, C. & M. Station, Bangalore, direct for payment.

Copy forwarded to the Collector, C. & M. Station, Bangalore, for information.

6.2.35

S. 5.

MGIPC—S1—158(Gen.)MFP—(M.1983)—3-5-34—50,000 Pads.

Ag 9/2

S. N. 6

No. C. R. 46/35.

29

Office of the Collector,
Civil and Military Station, Bangalore.

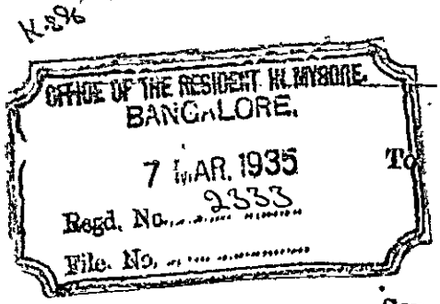
Dated the 5th March 1935.

FROM

L. J. Mac Iver Esquire, I. C. S.,

COLLECTOR, CIVIL AND MILITARY STATION,

BANGALORE.



To

The Secretary to the Hon'ble the Resident in Mysore

BANGALORE.

SIR,

Subject:- Excise - Sales - Beer and Foreign Liquor Taverns - Hon'ble the Resident's Notification No. 18 dated 7-2-1935.

I held the sale of the Beer and Foreign Liquor Taverns at 2 P. M. on the 4th March 1935 as per the above Notification. I append below the rentals realised therefrom.

BEER TAVERNS.

1. Tannery Road.	Mr. K. N. Guruswamy.	Rs. 5,800/-
2. Thimmiah Road.	Mr. K. N. Guruswamy.	Rs. 11,000/-
3. Broadway.	Mr. K. N. Guruswamy.	Rs. 17,100/-
4. Ulsoor.	Mr. K. N. Guruswamy.	Rs. 8,100/-
5. Nilsandra.	Mr. D. Cawasji.	Rs. 2,000/-
6. Yellagundapalyam.	Mr.B.V.Venugopal Naidu.	Rs. 5,200/-
7. Shoolay.	Mr. D. Cawasji.	Rs. 10,200/-
		Rs. 59,400/-

FOREIGN LIQUOR TAVERNS.

1. Old Poor House Road.	Mr.T.Lakshmiah Chetty.	Rs. 750/-
2. Seppings Road.	Mr.B.M.Margasagaya Moodr.	Rs. 500/-
3. Chandychowk Road.	Mr.D.Parthasrathy Moodr.	Rs. 980/-
4. Tate Lane, Shoolay.	Mr.C.Chinnaswamy Naidu.	Rs. 800/-
5. Dispensary Road.	Mr.T.Lakshmiah Chetty.	Rs. 320/-
		Rs.3,350/-

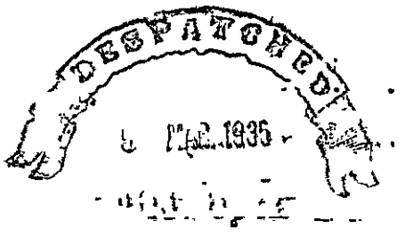
The rentals for the year 1934-35 were Rs. 52,500/- for Beer Taverns and Rs. 3,800/- for Foreign Liquor Taverns.

I consider the bids to be satisfactory and

30

and recommend that the Hon'ble the Resident be pleased to confirm them.

I have the honour to be,
Sir,
Your most obedient servant.



C O L L E C T O R.

KAA.

S 3/35

S.N.7

31

Issued 13-3-35

Issued 14/3/35.

DEPARTMENT.

BRANCH.

File No.

Serial No.

Draft ~~Memorandum~~ Telegram Letter

Class for telegrams

Ordinary
Express
Urgent*
Priority
Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

To be issued on

Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading:

Case or Diary No.

If post copy of telegram required

Date of despatch of above

List of enclosures

S.N.6.(P.N.C)

(Code word for telegrams.)

No. F.238-35 R.O.II Dated 14th March 1935.

From

The Secy. to the Resident.

To

The Collector,
C. & M. Station, Bangalore.

SALE OF BEER AND FOREIGN LIQUOR TAVERNS FOR 1935-36.

Sir,

With reference to your letter No.C.R 46/35, dated the 5th March 1935, I am directed to say that the Hon'ble the Resident is pleased to sanction the confirmation of the sales subject to the solvency of the individual bidders being proved.

I have, etc.,

Done 13/3

Secy. to the Resident.

12.3.35

S. 5.

MG[illegible]PC—S1—325 (CPS) DOF—(G-1432)—24-4-31—50,000 Pads.

S II·C

Secret 32

COLLECTOR AND DISTRICT MAGISTRATE'S OFFICE,
C. &. M. STATION,
BANGALORE.

P. O. No C. 17/35.

25th February 1935.

CONFIDENTIAL.

Excise Sales 1935

My dear Edwards,

I have already discussed informally with you and with the Resident, the policy which I think should be adopted at the forthcoming Excise sales. Colonel Plowden has asked me to indicate in writing what our plan of action should be. It is essential that persons interested should be unaware for the time being of what we propose doing. I am, therefore, writing you in this form as Colonel Plowden wishes the matter to be dealt with by the Confidential Branch. The matter has been delayed to enable me to consult the Excise Commissioner, Madras, and the Excise Commissioner, Mysore, on my proposals. The position for the present is as follows: -

1 I have already made proposals for the sale by auction on the 4th March, of the Beer Taverns and Foreign liquor shops individually for one year. The present licensee for the Beer shops is Mr. Cowasjee whose bid of Rs.52,500 per annum was accepted in preference to that of Mr. Gurusawmi's of Rs.71,000 at the last auction, the latter bid being held to be of a speculative nature. Rs.52,500 per annum has also turned out to be in excess of what these taverns are actually worth and Mr. Cowasjee has lost on the deal.

3. The duty on beer has been reduced in Madras from 12 to 10 annas per gallon, and I recommend that we follow suit in the C.&.M. Station. It is probable that by so doing we may receive more than we otherwise would in the shape of rentals, as the reduction in duty will to some extent be passed on to the consumer. Indian Beer at present is being sold at As.2/6 per glass against a minimum selling price of As.2/2. I have proposed no change in the minimum selling price of As.2/2 as I thought any increase would be unjustified in view of the reduction in duty. Any decrease would be, in my opinion, also be unwise as beer would then enter into more serious competition with toddy, and our toddy rentals and tree tax (Rs.200,000 per annum and about Rs.50,000 per annum respectively) are much more important to us as items of revenue than our beer taverns. I would request early orders regarding the reduction in beer duty in the C.&.M. Station as this has to be announced at the time of the sales on the 4th March. What will happen at the time of the auction is, for the moment, uncertain. But I think it probable that Mr. Cowasjee and Mr. Guruswami at any rate will compete and possibly some smaller contracters too. It is possible also that we may again be faced with the problem of speculative bids.

4. The beer auction will be an indication of how the wind blows, and we shall have to make up our minds quickly after these auctions, what our policy is to be in respect of Toddy and Arrack. It has been the practice to hold our auctions in advance of the ~~local~~ city auctions. I have discussed the question of dates with the Excise Commissioner in Mysore. Their sales will, in all probability be about the 15th April, and if our sales are to be in advance of theirs, it will be necessary to issue the notification immediately after the beer

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auctions, as three weeks to one month's notice will be required for the convenience of contractors.

5. With respect to the toddy contract, I have, however, a specific proposal to make. I attach a letter from Mr. Cowasjee which I have already shown to the Resident in which he puts forward a case for the renewal for another three years of the existing contract. For the following reasons I would recommend that this request be acceded to, and his contract be extended by the Local Govt. Prior to the entry of Mr. Cowasjee into the toddy contracts of the C.&.M. Station, Mr.Guruswami (the present city toddy contractor) held these contracts for about 14 years at terms very favourable to himself. The rentals averaged less than one lakh (against our present two lakhs) and the tree-tax averaged half our present realisations (about half a lakh) even although the consumption was in those days greater than it is at present. The quality of toddy supplied in those days was poor and there were well-founded suspicions that it was adulterated. Since the advent of Mr. Cowasjee as toddy contractor we have had not only about double the revenue in the shape of rentals and tree tax, but also pure toddy. These considerations form , in my opinion, sufficient cause for the renewal of the contract in Mr. Cowasjee's favour on the same terms.

6. But there are other and stronger reasons. These shops, six in number, have always gone to one renter because as the toddy has to be transported from such a long distance, it is not possible for smaller contractors to work individual shops at a profit. Running of these shops also involves considerable capital outlay in the shape of lorries, advances, to tree owners and tappers etc.. If the shops are auctioned Mr. Guruswami will, without doubt, make a strong bid for them. He will no doubt, in view of his past profits, be prepared to face a large loss with equanimity in order to regain his former position as State toddy contractor. One of two things may happen. We may either get something more in rentals, or Mr. Cowasjee and Mr. Guruswami may combine, and we will revert again to the old rentals. The Cantonment shops are now worth just about two lakhs - possibly a little less if beer on account of reduced duty and price comes more into the field as a competitor. If the two renters fight, the successful bidder will lose. To avoid either of these happenings I recommend that the lease be renewed for three years on the existing terms in Mr. Cowasjee's favour. If, however, this is thought to be too long a period, the lease may be renewed for one or two years. We will then be sure, for the time being, of a fair rental and tree-tax, as well as good toddy. Government's interest will be amply safe-guarded as under Clause 37 (2) of the Conditions applicable to all excise licences, infraction of any of the conditions renders the license subject to cancellation. I may mention that I have discussed this proposal informally with Mr. Hall, Excise Commissioner, Madras, who agrees that this is our best course.

7. As regards Arrack, the Resident is already aware of the losses sustained during the existing contract by the present contractor, Mr. Chinaswami Mudaliar. I have been asked in your Confidential No.F.238-38/R.O.II for my remarks on this petition for remission and renewal of the lease on more favourable terms. I view the petition with great sympathy, as I have the feeling that he was rather "bounced" at the time of the auction into taking the shops for three years at the same figure as he had offered for one. There is also no doubt that his losses will approximate Rs.2,50,000 by the time his lease has terminated. His request for

Q S.N.5.
R.O.F.238/38.

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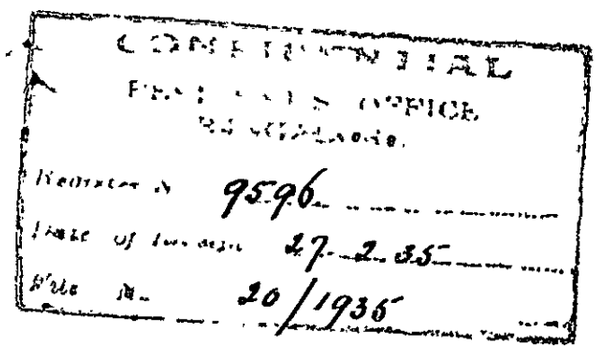
remission has already been turned down on more than one occasion by the Resident. It has been the practice elsewhere (in Madras for instance) to grant remission only for very special reasons such as political boycotts, and as such reasons do not enter into the present case, I am unable to recommend it.

8. The shops seem to be at present worth about Rs.2,40,000 a year. Before dealing with his request for a renewal of the lease on more favourable terms, I would suggest that he be asked what he is prepared to tender for them. It is only after his ~~tender~~ is received that it will be possible to consider whether these shops should be auctioned or renewed in his name.

9. There is one further point with regard to Arrack. The Govt. of Madras have reduced the rate of duty on arrack from Rs.6/8 to Rs.5/- per gallon, with a view to combating the greatly increased illicit distillation activities in the Presidency. As these considerations do not apply to the same extent in the C.&.M. Station, I would recommend that our present rate of duty be maintained. I have discussed the matter with the Excise Commissioner in Mysore who is of the same view.

10. I would recommend therefore, that if no reduction is made in the City no reduction ~~will~~ be made in the C.&.M. Station. It seems certain that a reduction in the rate of duty would result in a loss to our arrack revenues, as increased consumption would not compensate. Further any decrease in our price of arrack would hit our toddy revenue also.

Yours sincerely,



Letter dated the 2nd January 1935 from Mr. Cawasji to the Collector, Civil and Military Station, Bangalore. 1/35

I have the honour to remind your goodself of my confidential letter of 4th October 1934, in the matter of renewing of my C & M Station Toddy contract for a further period of 3 years, ~~ex~~ I understand that the auction is approaching shortly. I shall therefore feel much obliged if your honour will be good enough to kindly recommend me to the Hon'ble the Resident to continue my present contract for a further period of 3 years at the same kist, viz., Rs. Two Lacs.

For your ready reference, I beg to enclose herewith a copy of my letter above referred to together with its enclosures.

Regarding my petition to the Commissioner of Excise, Mysore State, I am pleased to say that the Commissioner grasped the situation as ~~my~~ mentioned in my letter and my opponent has been compelled to raise the price of toddy from -/1/9 to -/2/- per bottle.

I have fully explained the whole situation to your goodself in my said letter of 4th October 1934 and I am quite sanguine that your goodself and the Hon'ble the Resident will accede to my humble request for which act of kindness, I shall feel highly obliged.

Thanking you in anticipation.

"C O P Y"

C O L L E C T O R.

HC. 36

Confidential letter dated the 4th October 1934 from Mr. D. Cawasji to the Collector, Civil and Military Station, Bangalore.

I have the honour to lay before you the following few lines with a hope that the same will meet with your kind and favourable consideration.

You might not be aware Sir, of the great difficulties and the handicaps, and of the unbecoming tactics that were practised in previous years when the contract was held by Mr. K. N. Guruswami before I took up the contract for 3 years. In former years, by the previous contracters' tactics, he secured the Toddy contract of the City and C & M Station for a mere figure, which you can easily verify from the previous year's sales.

In 1930-31 one Mr. Naik had taken the contract for the City Toddy shops and he underwent to such hardships owing to the tactics played by Mr. K. N. Guruswami that the contractor Mr. Naik was obliged to abandon the contract after a period of 9 months.

You will see, Sir, that I have taken up the contract on a triennial lease for a sum of Rs. 2,00,000/-(Two lakhs) whilst formerly it was only Rs. 88,000(Eighty eight thousand), i.e., 1,12,000(One lakh and twelve thousand) more than the last year, i.e., 1931-32, and I have also paid nearly Rs. 20,000(Twenty thousand) more per year as tree tax.

Mr. K. N. Guruswami has put in my way great difficulties and handicaps and unbecoming tactics, but fortunately he has not succeeded in his attempt as I received good help from Mr. Cooke, the then Collector, and the Excise staff. As you are aware Sir, he has again started a competition by reducing the rate of Date Toddy from 2 as. to-/1/9 a bottle and Cocoa toddy from 3 as. to 0/2/6 to put me to heavy loss. And though I have represented the matter to the Excise Commissioner long ago, I am not favoured with a reply uptil now. Mr. K. N. Guruswami's intention is to put me to a heavy loss so that I will not continue the contract to the present figure and thereby to compell me to come to some terms with him or to abandon the field leaving him free to reap the harvest. In these circumstances I have written a letter to the Deputy Commissioner on 20th

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20th February 1934, a copy of which I herewith enclose for your ready reference which will speak for itself.

It is needless to mention to break the monopoly of Mr. Guruswami what hardships and troubles I underwent.

I may say for your information that though my tender of Toddy for Bowringpet Taluk was less by Rs. 2,000(Two thousand) per month, the Mysore Government was pleased to confirm the contract for 3 years on my name last year.

I may mention that after paying the kist of Rs. 2,00,000(Two lakhs) per year hardly my two hands meet; but in case if I am not fortunate enough to secure the contract then I have to lose very heavily, as I have invested a very large amount for motor buses and other dead-stocks, and advanced large amounts to tappers and other servants; and so I do not wish either to come to terms with my opponent or to abandon the field.

Under the above circumstances, I earnestly request your goodself to go through the correspondence passed in previous years regarding this matter and recommend me to the Hon'ble the Resident to continue my present contract for a further period of 3 years at the same kist, i..e., Rs. 2,00,000/(Two lakhs) as the contract expires at the end of this year, for which act of kindness, I shall feel highly obliged, to the Hon'ble the Resident and to your goodself.

Thanking you in anticipation for receiving a favourable reply

Hoping to be excused for the trouble.

"C O P Y"

COLLECTOR.

S.No.2
38

UNITED BREWERIES, LIMITED.

(Registered Offices, No. 17, Armenian Street, Madras.)

TELEGRAPHIC ADDRESS, (ALL BRANCHES) "BREWERY."
CODE. A.B.C. 5TH EDITION.

BREWERIES AT:-
BANGALORE.
MADRAS.
KETTI (NILGIRIS)
ARUVANKADU.

S.N.J

The Brewery,
Bangalore,

27th February 1935.

The Secretary,
to The Hon'ble The Resident in Mysore,
B A N G A L O R E.

Sir,

We understand that there is a proposal to extend for a further period the sole right of vend of Toddy in Civil & Military Station to one party.

The Policy of granting such concession has been tried during last two years with what we understand has been by no means satisfactory results from point of revenue and what we know has been disastrous to Beer Shops and this Company.

Toddy being the principal competitor to the type of Beer known as Indian or Tavern Beer which is brewed under Excise Control even to materials used, gravity at which brewed: to whom we are permitted to sell and price at which we are to sell, the question vitally affects this Company.

We should be grateful if, before any definite decision is made, we might be given the privilege of an interview with

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with the Honourable the Resident to enable us to lay our case before him.

We have the honour to be,

Sir,

Your most obedient servants,

For UNITED BREWERIES, LIMITED.

W.G. Grosse.

General Manager.

CONFIDENTIAL
RESIDENT'S OFFICE
BANGALORE
Register No. 9598
Date of Receipt 28.2.35
File No. 20/1935

S.No.3

40

UNITED BREWERIES, LIMITED.

(Registered Offices, No. 17, Armenian Street, Madras.)

TELEGRAPHIC ADDRESS, (ALL BRANCHES) "BREWERY."
CODE. A.B.C. 5TH EDITION.

BREWERIES AT:-
BANGALORE.
MADRAS.
KETTI (NILGIRIS)
ARUVANKADU.

The Brewery,
Bangalore,

S.N.10

4th March 1935.

The Secretary
to The Hon'ble The Resident in Mysore,
BANGALORE.

Sir,

Reverting to my letter of 27th February in which I ask for an interview with The Hon'ble The Resident in Mysore.

In view of the sale of Beer Shops which took place this day there will be no need for me to take up his valuable time so whould be grateful if you would withdraw my letter.

The position of this Company is that the granting of sole rights of vend of both Beer and Toddy to one party has seriously affected our business, as the creation of such monopoly effectually stops any competition.

When asking for an interview our fears were that if the sole right of vend of Toddy was granted to

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to one party and this party was aware of this, that he would buy up the Beer Shops with the intention of controlling beer sales in protection of Toddy, which in our opinion is what has occurred by the granting of this monopoly during last two years.

We have the honour to be,

Sir,

Your most obedient servants,

For UNITED BREWERIES, LIMITED.

W.B. Wilson.

General Manager.

CONFIDENTIAL

REVENUE OFFICE

BANGALORE

Received No. 9610.

Date of Issue 5-2-35

File No. 20/1935

*Ref. No.*_____ VII. 15

PRIVATE AND CONFIDENTIAL

BANGALORE CITY

Dated 6th March 1935

42

From

K. N. GURUSWAMY,
EXCISE CONTRACTOR,
BANGALORE CITY.

To

L. J. MacIver Esquire, I.C.S.,
Collector,
Civil & Military Station,
Bangalore.

Subject :

SIR,

I beg to bring to your kind notice - that I have taken up four Beer Taverns in the station, and I also wish to take up the Toddy - contract.

In this connection, I learn that Mr. D.Cawasji has presented an application offering the current - rental of Rs.2,00,000/- per year. I beg to tender my offer of Rs.2,10,000/- per year. (Two Lakhs & ten thousa

In the event of the shops brought to public auction, my above offer stands good.

Soliciting the favour of your favourable orders,

I beg to remain,
Sir,
Yours most obediently,
K. N. Guruswamy.

NASWAMY MUDALIAR,
CONTRACTOR.

JEWELLERS' STREET,
BANGALORE.

5th March 1935.

S. N. M.

43

To

The Collector,
Civil and Military station,
Bangalore.

Dear sir,

With reference to your letter No. C.R. 44/35, dated the 4th instant in respect of the arrack shops in the C. and M. station of Bangalore, enquiring of me what price I would offer for One year and Three years separately, I beg leave to submit to you the following circumstances in my case:-

I need hardly point out how great a loss I have been suffering since the beginning of my contract, which is quite obvious and light to your understanding. Even from the last month's consumption of arrack in the station the figure recorded in the Excise Office will amply prove of the amount of the loss I have sustained.

I therefore beg to approach you with the request that you will graciously be pleased to accept my offer at Two lakhs of rupees per year for 3 years, in which case I am hopeful that if it be not quite profitable in the first year I may look for to

V. CHINNASWAMY MUDALIAR,
CONTRACTOR.

JEWELLERS' STREET,
BANGALORE.

____193 .

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to recover in the next succeeding years.

This proposal of mine, if accepted and if it worked favourably, it is my hope again that I may be recouping the loss at least partially I am running in the present contract.

Should, however, you find I am making a favourable business in the forward years I shall have no objection in that event for your asking me for a higher price according to your own data of working the profit.

For which act of kindness I shall as in duty bound ever be grateful.

I beg to remain,
Dear sir,
Yours most obediently,

V. Chinnaswamy Mudaliar

BANGALORE C.M. STATION MUNICIPALITY
Office Hours:—
11 A.M. to 5 P.M.
Telephone No. 55.

Mayo Hall,
5th March 1935.

S. N. 13

To
L. J. Macleod Esq. I.C.S. J.P.
Collector. C.M. Station
Bangalore

Re. Toddy. Contract

Sir

With reference to my conversation with your goodself re. renewing the contract for further period of 2 years. And I am pleased to learn that your goodself and The Honourable Resident is willing to renew the same for further period of two years and for which I am highly obliged to you and the Honourable Resident.

I am prepared to take up the contract for further period for two years at the same rent for Rs. [illegible] two lacs for year.

BANGALORE
C & M
STATION
MUNICIPALITY

Office Hours:—
11 A.M. to 5 P.M.

Telephone No. 55.

Mayo Hall,

_____ 193

UB

Thanking you once again

I am

Sir

your most obedient

D. Lazarus

BANGALORE
C & M
STATION
MUNICIPALITY

Office Hours:—
11 A.M. to 5 P.M.

Telephone No. 55.

Mayo Hall,

11/3/1935

S. N. 14

67

To the Collector
Chm. State

Dear Sir,

I am prepared to take all the T & M. Stations and shops for two years at a total rental of two lakhs of rupees per annum

Yours faithfully,

D. C. Narasimhamurthy Chetty

S.A.E.05

1112

NASSERWANJI BHOT
ARMY AND EXCISE CONTRACTOR

4, SOUTH PARADE,
BANGALORE.

48

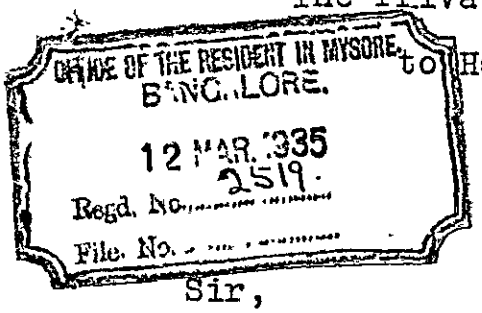
March 11, 1935.

To

The Private Secretary

to Hon'ble the Resident, in Mysore,

B A N G A L O R E.



Sir,

I have requested for the grant of Toddy contract for 3 years in the Civil and Military Station and the Bangalore City area at any reasonable price the authorities may like to fix up.

Since so many years the local contractors have been carrying on the contract for Toddy in partnership or mutual mnderstanding for rupees 3 lakhs, including the City and Cantonment.

From 1932 there is some misunderstanding between the leading local contractors and consequently the bid has gone up to ruppes 5 lakhs.

Owing to the Trade depression and the change in the administration of the C.& M.Stations on account of Retrocession, there will be keen competition between the two Contractors in the one Station

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for Toddv.

My Company is one of the strongest and wel experienced in this line in several important places in India. I hope that my case may kindly be considered with due sympathy for which I shall for ever feel grateful.

I have the honour to be,

Sir,

Your most obedient servant,

Nasserwanji Bhot.

NASSERWANJI BHOT
ARMY AND EXCISE CONTRACTOR

4, SOUTH PARADE,
BANGALORE.

March 12, 1935.

Dear Col Flowden

I have applied for Toddy Contract in the C & M Station and City Area to continue for a period of 3 years, to the Secretary to Hon'ble the Resident in Mysore Bangalore, copy of which I am herewith sending for your kind perusal. In this connection I may be permitted to bring to your kind notice that my company did the contract work satisfactorily for a period of 20 years previously, but for this last 7 years I have not been fortunate enough to get the work. So I have applied for the same and hope that I may get it this time at least

If It is not troubling you very much, may I request your kindly recommending my name to the Dewan Saheb, Sir Mirza M. Ismail?

Trusting that I will be successful in getting the contract this year and thanking you for any kind help that you may be plased to show me in this connection.

Yours sincerely.
Nasserwanji Bhot

NASSERWANJI BHOT,
ARMY AND EXCISE CONTRACTOR,
GENERAL COMMISSION AGENT.

4, SOUTH PARADE,
BANGALORE.

51

March 11, 1935.

To

The Private Secretary,

to Hon'ble Resident in Mysore,

B A N G A L O R E.

Sir,

I have requested for the grant of Toddy Contradt for 3 years in the Civil and Military Station and the Bangalore City area at any reasonable price the authorities may like to fix up.

Since so many years the local contractors have been carrying on the contract for Toddy in partnership or mutual understanding for 3 lakhs of rupees including the City and Cantonment.

From 1932 there is some misunderstanding between the leading local contractors and consequently the bid has gone up to rupees 5 lakhs.

Owing to the trade depression and the change in the adminstration of the C & M station on account of Retrocession there will be keen competition between the two contractors, in the one station, for Toddy.

My company is one of the strongest and well experienced in this line in several important places in India. I hope that my case may kindly be considered with due sympathy for which I shall for ever feel grateful.

I have the honour to be,

Sir,

Your most obedient servant,

Confidential
No.C/3225/20-1935.

153

32nd March 1935.

Dear Sir

I am desired to inform you that your letter dated the 11th March 1935, regarding the contract for toddy in the Civil and Military Station, was forwarded to the Collector for consideration.

Yours faithfully,

SECRETARY TO THE RESIDENT IN MYSORE.

To

Nasserwanji Bhot, Esq.,
Army and Excise Contractor,
4, South Parade, Bangalore.

Khan Bahadur
B. A. Parakh.

153, Belgaum
20th March 1935.

154

Confidential.

May be placed on file when it comes back from Collector. No other action necessary.
Core 21/3

Seen and returned. I have also received my copy. I understand that the writer is a partner of Mr. K. R. Ennaram
23/3/35

To

The Collector,
Civil & Military Station,
BANGALORE.

Sir,

It has come to my knowledge that my friend, Mr. D. Cowasjee is trying to impress upon Your Honour that he has done valuable services to the Government by increasing Bangalore Cantonment Toddy vend-fees; and that he has sufferred a considerable loss, for which he wishes to be compensated by renewing his license, without that shop group being put to auction, for the next three years. I am sorry to say that Mr. D. Cowasjee is thus trying to play an unfair ruse on Government and his rivals in this trade.

2. If any one has done any service to both the British Government and to the Mysore State, in connection with the recent increase in license fees, I claim that it is due to my exertions in inducing the late Mr. Natkallappa, to accompany me in the year 1923, to Hubli and Sholapur for Toddy shops competition, which made Messrs. Boyce and D. Cowasjee to come to Bangalore and Mysore for the first time, for the auction of the Toddy shops there, in order to take revenge on Mr. Natkallappa. Mr. Boyce had the monopoly of Sholapur and Hubli Toddy shops for over 20 years, and as there was no competitor, he is said to have earned in this monopoly nearly 30 to 40 lakhs of rupees. In the year 1923-24, Mr. Natkallappa was not allowed to bid for Hubli shop, by the Collector, owing to the influence of Messrs. Boyce and D. Cowasjee. We were, therefore, required to approach the Government at Poona, and with the permission

of

155

of Government, we competed with Mr. Boyce against all pursuations of D. Cowasjee, who was present, and raised the revenue ~~from~~ of Sholapur Toddy shops from Rs. 56,000/- to Rs. 2,88,000/-. On this account, these two fat and rich licensees were tempted to visit Bangalore and Mysore, and they are now dealing there in Toddy and Liquor shops. So, Your Honour will judge that I was really instrumental, and not Mr. D. Cowasjee, as represented by him, for increasing the revenues of the British Government and Mysore State.

3. For similar services, to the Bombay Government, the title of "Khan Bahadur" has been conferred upon me; but I regret that the Mysore Government has yet taken no notice of my services, as above mentioned.

4. I know that Messrs. Boyce and D. Cowasjee for the last 30 years. Mr. D. Cowasjee was a poor man; and when I was an Inspector at Karjat, he wanted a very petty shop from my charge. Fortunately, Mr. Boyce took a fancy for him, and as he could not secure any canteen contract under his agreement with Messrs. Lipton & Co., from whom he had received some lakhs of rupees as a good will, for not doing any canteen business in future, he used Mr. D. Cowasjee, as his tool. During the War time, Mr. Boyce financed Mr. D. Cowasjee and secured some canteen contracts in D. Cowasjee's name, in which he made a profit of 10 to 12 lakhs. All these years, both these ~~Par~~ Parsee gentlemen had friendly relations with each other; Mr. D. Cowasjee was the person, who was present, for nearly 7 years, from 1925 to 1931, at Bangalore, and Mysore auction, and used to take a leading part in compromising matters between the late Mr. Natkallappa and Mr. Boyce, to the detriment of Government revenue. But since he failed in his attempt to have a matrimonial connection with Miss. Boyce in 1930, he has quarrelled with Mr. Boyce, and is now competing with him, forgetting all the kindness done by Mr. Boyce to him

in

156

in the past. In the year 1932, Mr. D. Cowasjee recklessly competed with Mr. Gurooswami, because I advised Mr. Gurooswami not to pay him the most exhorbitant hush money, which he was demanding; this enraged him and he, in retaliation, competed for the Bangalore Toddy shop.

5. I respectfully say that an honest licensee is yet to be born, and therefore, I respectfully urge, not to give any preferential treatment to Mr. D. Cowasjee. I am in a position to prove all the above stated facts, confidentially, if necessary

I beg to remain,

Sir,

Your most obedient servant,

D/ Banavarath

Copy respectfully submitted to the Hon. Britisht Resident, Mysore, for information.

Banavarath
- 2-2.1 -

S. N. 8

57

DEPARTMENT.

File No.

BRANCH.

TELEGRAM.

Serial No.

Three drafts
draft-III issued 27-2-35

Issued

Draft

Letter / Memorandum / Telegram

Ordinary / Express / Urgent* / *Priority / Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

No. F.238-35 R.O.II Dated 24/3/ 1935

Class for telegrams

21.3

To be issued on

Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading :

Case or Diary No.

If post copy of telegram required

Sent 27.3.35

S.N.15 (B) F.668-31

Date of despatch of above

List of enclosures

S.N.8 (2) sent C.L. 32

(Code word for telegrams.)

Resident Mysore.

To

Finance
New Delhi.

Correspondence ending your letter 91-E.O/33 February 2nd 1933

AAA Duty on beer reduced from twelve annas to ten annas in Madras

AAA Request telegraphic sanction for similar reduction in Civil and Military Station from 1st April 1935

K.N. Vaya 26.3.35

27/3

27/3

S. 5.
M GIPC—S1—158(Cen1)MFP—(M-1983)—3-5-34—50,000 Pads.

N.20

58

THE HON'BLE THE RESIDENT IN MYSORE.

---:O:---

No.40 Dated Bangalore, the 27th March 1935.

Issued 27.3

NOTIFICATION.

The Hon'ble the Resident in Mysore is pleased to order the continuance of the contract of the toddy shops of the Civil and Military Station, Bangalore, in the name of Mr. D. Cawasji, the present lessee, on an annual rental of Rs.2,00,000/-, for a period of two years from the 1st July 1935, subject to the conditions of sale and special conditions applicable to all excise and opium licences published with Mysore Residency Notification No.6, dated the 25th January 1932, and subject to the condition that the site of shop or shops may be changed during the currency of the lease after the construction of new toddy shops by the Station Municipality

S.N.8 (L) 13-02

O/C. 27/3

SECRETARY TO THE RESIDENT.

To

The Collector, Civil and Military Station, Bangalore,
for information and necessary action.

BJ
27/3

159

THE HON'BLE THE RESIDENT IN MYSORE.

---:O:---

No. 39 Dated Bangalore, the 27th March 1935.

NOTIFICATION.

The Hon'ble the Resident in Mysore is pleased to order the continuance of the contract of the Arrack shops of the Civil and Military Station, Bangalore, in the name of Mr. V. Chinnasawmy Mudaliar, the present lessee, on an annual rental of Rs.2,00,000/-, for a period of two years from the 1st July 1935, subject to the conditions of sale and special conditions applicable to all excise and opium licences published with Mysore Residency Notification No. 26, dated the 19th March 1932.

S.N.17/F.13-32

O/C 27/3

SECRETARY TO THE RESIDENT.

fo

The Collector, Civil and Military Station, Bangalore,
for information and necessary action.

BJ
27/3

No. C. R. 62/35.

60

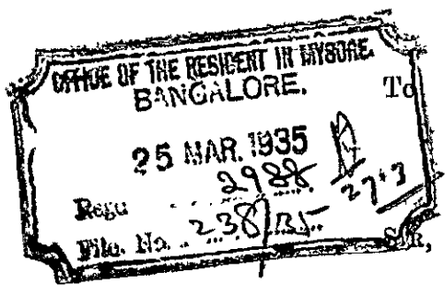
Office of the Collector,
Civil and Military Station, Bangalore.

Dated the 22nd March, 1935.

FROM

L. J. Mac Iver Esquire, I. C. S.,
COLLECTOR, CIVIL AND MILITARY STATION,

BANGALORE.



To

The Secretary to the Hon'ble the Resident in Mysore,

B A N G A L O R E.

S.N.11 (B)
C p.26
F.569-34

Arrack shops - khist - payment of - your letter No. F. 569-34/ R.O. II dated the 5th November 1934.

I have the honour to inform you that the arrack contractor has paid up to the end of February 1935 a sum of Rs. 2,21,166-10-8 towards the khist for arrack shops and to state that he is in arrears to the extent of five months khist.

As the contractor has been granted time to pay his dues in full before the expiry of his lease in June 1935, the probable amount that will be realised during the current year would be only Rs. 2,40,000/-; hence the figure of Rs. 3,83,000/- shown in the revised estimate for the current year needs revision.

I have the honour to be,
Sir,
Your most obedient servant.

C O L L E C T O R.

KAA.

238/35

S N-23 Regd N 3167 145
3093/9

C. INDIAN POSTS AND TELEGRAPHS DEPARTMENT

NOTIOE.

This form must accompany any inquiry made respecting this Telegram.

Charges to pay.	
Rs.	As.
	2

New Delhi

Handed in at (Office of Origin)	Date	Hour.	Minute.	Service Instructions.	Words.
New Delhi	29			Ste	32

TO

Reed. here at 3 PM. 2 PM.

S.N.19
C.P.57

Resident Mysore Bangalore

2114-E-035 Your telegram March 27th Governor General in Council Sanctions proposed reduction duty on beer in civil and military Station from 1st April 1935 Fisher

N.B.—The name of the Sender, if telegraphed, is written after the text.

Karim Bux Bros., Printers, Calcutta—73 (B-8)—19-4-33—2,00,000 Bks.

Issued 30/3/35

S.N.24

1 62

THE HON'BLE THE RESIDENT IN MYSORE.

NOTIFICATION

No. 62 Dated Bangalore, the 30th March 1935.

× Not put up - but please see previous notifn - No. 22 dt. 21-3-35

Under section 24(3) (ii) of the Excise Regulation I of 1915, as applied to the Civil and Military Station of Bangalore, the Hon'ble the Resident in Mysore, with the previous sanction of the Governor General in Council, is pleased to order that the rate of duty on Indian-made beer in the Civil and Military Station, Bangalore, shall be reduced from twelve annas to ten annas per gallon with effect from the 1st April 1935.

35/3

O/C.

SECRETARY TO THE RESIDENT.

To be published in the Residency Orders.

To the Collector, Civil and Military Station, Bangalore, for information and necessary action.

30.3.35

30.3.

No. C. R. 70/35

S. N. 26

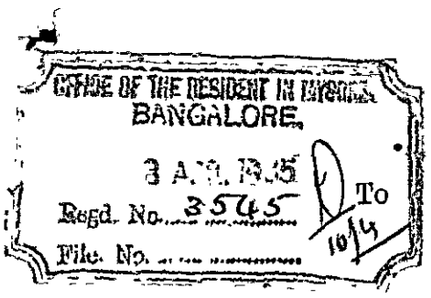
64

Office of the Collector,
Civil and Military Station, Bangalore.

Dated the 3rd April 1935.

FROM

L. J. Mac Iver Esquire, I. C. S.,
COLLECTOR, CIVIL AND MILITARY STATION,
BANGALORE,



The Secretary to the Hon'ble the Resident in Mysore,
BANGALORE.

SIR,

Kist of arrack shops due for the lease ending June 193[illegible]

Now that the arrack lease has been renewed in the name of Mr. V. Chinnaswamy Mudaliar, for two lakhs per year, for a period of two years from 1st July 1935, I recommend that the amount of kist due from Mr. V. Chinnaswamy Mudaliar on the 30th June 1935 may be collected from him in two years, (i.e.) half the total dues, before the 30th June 1936 and the balance before the 30th June 1937. The kist for the new lease will be recovered in full on the due dates.

I have the honour to be,
Sir,
Your most obedient servant.

5 APR 1935

COLLECTOR.

KAA.

R. 5-4-35

S.N.-9 7

165

DEPARTMENT.

BRANCH.

File No.

Serial No.

Issued R 27/4/35

S.N.-2326 25-4-35

Draft ~~Letter~~ Memorandum ~~Telegram~~

No. E.238-35 Dated 27th April 1935

R.O.II.

Class for telegrams

Ordinary
Express
Urgent*
Priority
Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

To be issued on	Issued on
1st Reminder	
2nd Reminder	
3rd Reminder	
Heading:	
Case or Diary No.	
If post copy of telegram required	
Date of despatch of above	S.N.-2326 C.P.-5864 P.U.C.
List of enclosures	

(Code word for telegrams.)

To

The Collector,
C. & M. Station, Bangalore.

Kists of Arrack Shops - Late payment of.

Reference your letter No.C.R.70/35, dated the 3rd April 1935.

2. The amount of the arrears involved may kindly be stated.

for 25/4

SECRETARY TO THE RESIDENT.

17.4.35

S. 5.
MGIPC—S1—158(Genl)MFP.—(M·1983)—3-5-34—50,000 Pads.

S.N.27

N-S-N

166

No. C. R. 70/35.

Office of the Collector,
Civil and Military Station, Bangalore.

OFFICE OF THE RESIDENT IN MYSORE.
BANGALORE.
9 MAY 1935
Regd No. 4553.
File. No. .....

Dated the 3rd May, 1935.

Ag 1/52

FROM

F. R. Brislee Esquire, I. C. S.,

COLLECTOR, CIVIL AND MILITARY STATION,

BANGALORE.

To

The Secretary to the Hon'ble the Resident in Mysore,

BANGALORE.

SIR,

S.N.27 (A) e-f-65

Kists of Arrack shops - late payment of - your memorandum No. F. 238-35 R.O.II dated the 27th April 1935.

The contractor is now paying the kist for November 1934. The amount of arrears involved up to the end of April 1935 is Rs. 1,42,000/- as per details given below:-

Balance of kist due for November 1934.	Rs. 7,833-5-4
Kist due for five months from December 1934 to the end of April 1935.	Rs.1,34,166-10-
Total.	Rs.1,42,000-0-

5 | 1,34,166-10-8
26,833-5-4
3,22,000 0. 0

DESPATCHED
3-MAY-1935

I have the honour to be,
Sir,
Your most obedient servant.

COLLECTOR.

KAA.

1 lac, 0. 0
+ 54,000
1,96,000

12 35.35

S.N.29

57

DEPARTMENT.

BRANCH.

File No.

Serial No.

Issued 28/5/35

Draft ~~Letter~~ Memorandum ~~Telegram~~

Class for telegrams: Ordinary / Express / Urgent* / Priority / Clear Line† — *Only for Foreign Telegrams. †Not for Foreign Telegrams.

No. F.238-35 R.O.II Dated 28th May 1935.

To be issued on

Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading:

Case or Diary No.

If post copy of telegram required

Date of despatch of above — S.N.28 c.p.66

List of enclosures

(Code word for telegrams.)

S.N.28 c.p.64

The Secretary to the Resident.

To

The Collector,
Civil and Military Station,
Bangalore.

Kists of Arrack shops - late payment of.

Reference correspondence ending with your letter No.C.R.70/35, dated the 3rd May 1935.

2. The Hon'ble the Resident agrees to your proposal that the kists due from Mr. Chinnasawmy Mudaliar in respect of his ~~arrack~~ lease may be collected in two years, half the total dues before the 30th June 1936, and the balance before the 30th June 1937. The kists in respect of the new lease should be recovered in full on the due dates, ~~as suggested by you~~.

23/5

Secretary to the Resident.

K.N.Narayan
22.5.35.

28/5

S. 5.

HGIPC—S1—158(Genl)MFP—(M-1933)—3-5-34—50,000 Pads.

No. 4971-A-35.

Enc.2.

Office of the Collector,
Civil and Military Station, Bangalore.

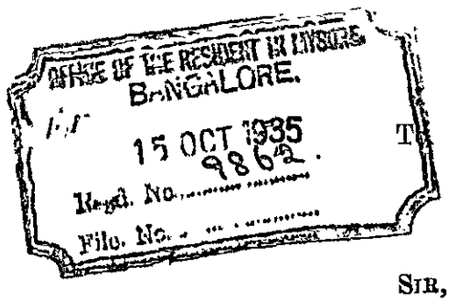
Dated 11th October 1935.

FROM

F.R. Brislee, Esquire, I.C.S.,

COLLECTOR, CIVIL AND MILITARY STATION,

BANGALORE.



TO

The Secretary to the Hon'ble the Resident in Mysore,

BANGALORE.

SIR,

Arrack Shops - 1932 - 35 lease - payment of arrears - Mr. Chinnaswamy Mudaliar's representation - recommended.

Kindly refer to your No.F.238-35/R.O.II, dated 28-5-35 communicating the orders of the Hon'ble the Resident regarding payment of arrears of khist by Mr. V. Chinnaswamy Mudaliar. As the licensee was not paying the arrears, I fixed the monthly instalments to be paid by him in this office No.4971-A-35 dated 26-9-35, copy enclosed, but the licensee for the reasons given in his letter dated 30-9-35, copy enclosed, expresses his inability to pay the arrears as fixed by me and requests that he may be permitted to pay in monthly instalments of Rs.2,000/- which he says will be increased if his business favours well.

The Excise Superintendent states that the consumption of arrack is falling heavily as detailed in the margin and that the contractor has to sell on an agerage 2650 gallons a month to meet the khist of the current lease, (namely, Rs.2,00,000/- per annum), but the consumption during the current year is far below this average.

*
1931-32 .. 3755 Gls.
1932-33 .. 3136 ,,
1933-34 .. 3077 ,,
1934-35 .. 2700 ,,

(For 3 months in 1935-36 ... 2474 Gallons.)

The -

The licensee is in arrears to the extent of Rs.1,57,000/- on the old lease and has deposited Government Promissory Notes of the face value of Rs.56,000/- as security. At his request the accumulated interest on these , about Rs.9,000/- will be drawn and adjusted towards arrears. As required under para VI (a) of the Hon'ble the Resident's Notification No.26 dated 19-3-32 he has furnished a statement of properties, the market value of which is about Rs.2,75,000/- and which according to his declaration, vide Annexure to the above notification, are free from encumbrances

S.N. 17
F. 13-32
(R)

In the circumstances, I recommend that the Contractor be permitted to pay Rs.2,000/- every month towards arrears on condition that, should the business improve during the currency of the lease, the monthly instalments should be raised and in any case the balance outstanding at the end of the lease should be paid before the expiry of the lease. This will affect the revised budget for 1935-36 and the budget proposed for 1936-37.

He has been paying the khists for the current lease regularly.

I have the honour to be,

S i r,

our most obedient servant,

DESPATCHED
14 OCT. 1935

Collector.

12.10.

bsm.

Memorandum No.4971-A-35,dated26-9-35 from the ~~Office~~ ~~of~~ the Collector, Civil and Military Station,Bangalore, to Mr. V. Chinnaswamy Mudaliar, Licensee of Arrack Shops, Jeweller's Street, C & M Station,Bangalore.

Arrears of Khist of arrack shops - 1934-35 - his letter dated 22-9-35.

Mr. V. Chinnaswamy Mudaliar, licensee of Arrack Shops, is informed that, in accordance with the orders of the Hon'ble the Resident, he should pay half ~~of~~ the total dues before the 30th June,1936 and the balance before the 30th June,1937. The amount due by him is Rs.1,59,000/- He should therefore pay Rs.79,500/- in 10 monthly instalments commencing from 1st September 1935 to 30th June 1936 at Rs.7950/- per mensem and the balance of Rs.79,500/- in 12 monthly instalments commencing from 1st July 1936 to 30th June 1937 at Rs.6625/- per mensem.

S.N.29 corp.64 238-35 (P)

The instalment for September 1935 may be paid before 30th September 1935.

"Copy."

M. Seethapathy
11-X-35.
Sheristadar.
11/10

bsm.

Letter dated 30th Septr.1935 from Mr. V. Chinnaswamy Mudaliar, Contractor, Jewellers' Street, Bangalore, to the Collector, C & M Station,Bangalore.

Reference:- Your No.4971-A-35,dated 26-9-35, regarding payment of arrears of khist of arrack shops.

I beg to invite your honour's kind attention to my several communications in the matter of granting me some concession against the terrible loss of about 2½ lakhs of rupees sustained by me in the arrack business in the course of three years' lease. In recognition of this heavy loss, Government was pleased to show me some concession by reducing the current annaal khist by Rs.1,22,000/ per annum in the hope that this ammunt, if realised in the current two years' lease, would go a long way off in my recouping the heavy loss of Rs.2½ lakhs. But to my misfortune, the consumption of arrack has been still falling down day by day, as can be seen from the accounts maintained by the Excise Department and I am unable to realise the monthly Khist for the current lease even. The reasons for this state of affairs are (1) reduction in the selling price of co-coanut toddy from 3 annas a bottle to 2½ annas and (2) want of labour and tightness of money market.

I have been all these years trying my utmost in paying the khist due to Government as far as possible, in spite of the heavy losses I have been sustaining, and I shall hereafter also do so in payment of my dues to Government to the very last penny, but it is not at all possible for me to pay Rs.7950/- a month towards arrears of khist in addition to the monthly khist of the current leasa, as I have not got the means to do so. As your honour is aware, I have assigned my property in favour of Government as a security towards my dues to Government and have also

also deposited nealy Rs.60,000/-.

I therefore humbly request your honour to be kindly pleased to go into this matter with a sympathetic consideration and recommend my hard case to the Hon'ble the Resident to permit me to pay the arrears in monthly instalments of Rs.2,000/-. In the event of business favouring well, I am prepared to pay any further sum that I may realise over and above Rs.2,000/-.

Hoping to receive favourable orders and thanking you in anticipation.

"Copy."

M. Seethapathi
11-X-35.
Sheristadar.

bsm.

DEPARTMENT.

BRANCH.

File No.

Serial No

Draft ~~Letter~~ Memo ~~Telegram~~ ~~Express letter~~ ~~Telegram~~

No. F.238-35 Dated 9-11- 1935

R.O.II.

Class for telegrams	Ordinary / Express / Urgent* / Priority / Clear Line†

*Only for Foreign Telegrams.

†Not for Foreign Telegrams.

	To be issued on	Issued on
1st Reminder		
2nd Reminder		
3rd Reminder		
Heading :		
Case or Diary No.		
If post copy of telegram required	S.N.L 34	
Date of despatch of above	Cor. p.X 77	
List of enclosures	P.L.C.	

~~(Underlined for telegrams.)~~

From

The Secretary to the Resident.

To

The Collector,
C & M Station, Bangalore.

Subject:- Kists of Arrack shops-late payment of.

Reference your letter No. 4971-A-35, dated the 11th October 1935.

2. The Hon'ble the Resident agrees to your proposal that the Contractor Mr. Chinnaswamy Mudaliar may be permitted to pay Rs. 2000/- every month towards the kists due from him in respect of his old arrack lease, on condition that should the business improve during the currency of the present lease, the monthly instalments should be raised and in any case the balance outstanding ~~at the end of the lease~~ should be paid before the expiry of the lease, namely 30th June 1937.

Core 5/11.

SECRETARY TO THE RESIDENT.

S.S.
MGIPC—S1—158(Genl)MFP—(M-1986)—25-34—50,000 Pads.

28.10.35 T.N.T. 4-11-35.